

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Regulation Gazette

No. 6557

Regulasiekoerant

Vol. 408

PRETORIA, 11 JUNE
JUNIE 1999

No. 20151

GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 719

11 June 1999

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE SOUTH-WESTERN DISTRICTS: EXTENSION OF 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 National Bargaining Council for the Furniture Manufacturing Industry of South Western Districts and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 21 June 1999 and for the period ending 30 September 2005.

M. M. S. MDLADLANA

Minister of Labour

No. R. 719

11 Junie 1999

WET OP ARBEIDSVERHOUDINGE, 1995

BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, SUIDWESTELIKE DISTRIKTE: UITBREIDING VAN HOOF KOLLEKTIEWE OOREENKOMS 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 Nasionale Bedingingsraad vir die Meubelnywerheid, Suidwestelike Distrikte 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 21 Junie 1999 en vir die tydperk wat op 30 September 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 SOUTH-WESTERN DISTRICTS****INDEX****[PART 1]**

	<i>Page</i>
CLAUSE 1: SCOPE OF APPLICATION OF AGREEMENT	00
CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT	00
CLAUSE 3: DEFINITIONS	00
CLAUSE 4: EMPLOYMENT OF TRADE UNIONS LABOUR	00
CLAUSE 5: EXEMPTIONS	00
CLAUSE 6: HOURS OF WORK	00
6.1 Ordinary hours of work	
6.2 Overtime hours	
6.3 Forenoon and afternoon intervals	
6.4 Short time	
CLAUSE 7: LEAVE	00
7.1 Annual leave	
7.2 Public holidays	
7.3 Maternity leave	
7.4 Compassionate leave	
7.5 Shop steward education leave	
CLAUSE 8: REMUNERATION	00
8.1 Payment of remuneration	
8.2 Wages	
8.3 Payment of overtime	
8.4 Hourly rates	
8.5 Employees receiving higher wages than those prescribed	
8.6 Employees engaged in more than one operation	
8.7 Holiday Fund	00
8.8 Night-shift work	00
8.9 Incentive bonus	00
8.10 Basis of payment	00
8.11 Sick-leave pay	00
CLAUSE 9: PROHIBITIONS	00
9.1 Piecework	00
9.2 Outwork	00
9.3 Employment of minors	00
9.4 Working proprietor, partner, director or member	00
9.5 Abatement of wages	00
CLAUSE 10: EXHIBITION OF AGREEMENT	00
CLAUSE 11: ADMINISTRATION OF AGREEMENT	00
CLAUSE 12: AGENTS	00
CLAUSE 13: EXPENSES OF THE COUNCIL	00
CLAUSE 14: REGISTRATION OF EMPLOYERS AND EMPLOYEES	00
CLAUSE 15: SUBSCRIPTION TO REGISTERED TRADE UNION AND REGISTERED EMPLOYERS' ORGANISATION	00

	Page
CLAUSE 16: TRADE UNION REPRESENTATION ON THE COUNCIL	00
CLAUSE 17: KEEPING OF RECORDS	00
CLAUSE 18: EXISTING CERTIFICATE	00
CLAUSE 19: PROVISION OF TOOLS	00
CLAUSE 20: COMPULSORY RETIREMENT AGE	00
CLAUSE 21: TERMINATION OF CONTRACT OF EMPLOYMENT	00
CLAUSE 22: CONTRACT OF SERVICE	00
CLAUSE 23: LEARNERS	00
CLAUSE 24: DISPUTES ABOUT THE INTERPRETATION, APPLICATION OR ENFORCEMENT OF THE AGREEMENT	00
CLAUSE 25: INDUSTRY RECRUITMENT POLICY	00

PART II

CLAUSE 1: DEFINITIONS	00
CLAUSE 2: WAGES	00
ANNEXURE A	00
ANNEXURE B	00
ANNEXURE C	00
ANNEXURE D	00
LETTER OF APPOINTMENT	00
FORM OF ACKNOWLEDGEMENT	00

SCHEDULE

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE SOUTH-WESTERN DISTRICTS

MAIN COLLECTIVE AGREEMENT

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

South-Western Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

being the parties to the Bargaining Council for the Furniture Manufacturing Industry of the South-Western Districts.

PART I

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the South-Western Districts—

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, who are engaged and employed, respectively, in the Industry;
- (b) in the Magisterial Districts of George, Knysna, Mossel Bay and Oudtshoorn (hereinafter referred to as the South-Western Districts).

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply—

- (a) only to employees for whom minimum wages are prescribed in this Agreement and to the employers of such employees;
- (b) to apprentices only insofar as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder.

(3) Clauses 1 (1) (a), 2, 4, 7.5, 8.1 (4) (c), 15 (2) and 16 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade union, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation—

- (a) in respect of the parties to the Agreement, on the date of signature;
- (b) in respect of non-parties, 10 days after the date of publication in the *Gazette*.

This Agreement shall remain in operation until 30 September 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 reference to an Act shall include any amendments to that Act, and unless the contrary intention appears, words importing the masculine gender shall also include females, and vice versa; further, unless inconsistent with the context, the following definitions shall apply to Parts I and II of this Agreement;

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

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

"bonus" means—

- (a) any payment in addition to the prescribed or agreed wage of an employee arising from employment under a bonus incentive scheme that 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 that the employer can withdraw at will;

"Council" means the Bargaining Council for the Furniture Manufacturing Industry of the South-Western Districts, registered in terms of section 29 of the Act;

"employment" means, in relation to—

- (a) any person, excluding an independent contractor, who works for another person or for the state and who receives, or is entitled to receive, any remuneration; and
- (b) any other person who in any manner assists in carrying on or conducting the business of an employer;

"establishment" means any place where the 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 employed in a supervisory capacity and who, *inter alia*, in the execution of his duties, which shall be related directly to the Industry—

- (a) manages an establishment or a department or subdivision thereof as his primary duty; and/or
- (b) customarily and regularly directs the work of other employees; and/or
- (c) has the authority to engage or dismiss employees, or make suggestions as to same, or as to promotions or demotions; and/or
- (d) customarily and/or regularly exercises discretionary power; and
- (e) is paid a wage of not less than that prescribed for the highest-paid employee in this Agreement, whether weekly or monthly; and
- (f) is paid in full, whether or not he completes the number of hours of work specified in this Agreement;

but excludes employees who are engaged in costing, designing, buying, planning, organising, directing and/or controlling the duties of foremen and/or supervisors: Provided that in the absence of foremen and/or supervisors, the aforesaid excluded employees shall be deemed to be the foremen or supervisors;

"Furniture Manufacturing Industry" or **"Industry"** means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture, either in whole or in part, of all types of furniture, irrespective of the materials used, and includes the following operations:

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing; making of loose covers and/or cushions and/or the making and/or repairing of box-spring mattresses and/or frames for upholstering, wood machining, veneering, woodturning, carving in connection with the manufacture and/or repair of furniture; polishing and/or repolishing of pianos, or the manufacture and/or staining, spraying and polishing and/or repolishing of tearoom, office, church, school, bar or theatre furniture, and cabinets for musical instruments and radio or wireless cabinets; and shall include the manufacture or processes in the manufacture of bedding, the definition and interpretation of which shall include all manner or types of mattresses, spring mattresses, and includes the activities carried on in any premises where wood machining, woodturning and/or carving in connection with the production of furniture is carried on; and includes, further, the repairing, reupholstering or repolishing of 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 the veneering of laminated blockboard or plywood doors used for furniture and all parts of materials used in the construction of furniture; but excludes the manufacturing of articles made principally of wicker, grass and/or cane and the manufacture of metal furniture, including the manufacture of metal bedsteads;

"learner" means an employee, other than an apprentice, who is employed in learning any class of work specified in his learnership or exemption certificate;

"office employee" means an employee who is engaged in writing, typing, filing or any other clerical work, and includes a cashier and a telephone operator;

"ornament and novelty maker" means an employee who is engaged in the manufacture, carving and/or turning and/or assembling and/or finishing and/or polishing by hand and/or painting and/or decorating in any manner whatsoever by hand and/or machine of any article from wood, not elsewhere specified in this Agreement, within the registered scope of the Council;

"partner" means a person who is reflected as such in a partnership agreement of a partnership that is registered or is required to be registered as an employer in terms of clause 14, and—

- (a) who has powers to operate the banking account of the employer; and
- (b) whose name appears as a partner in a partnership agreement lodged with the Council, which agreement shall conform to the following requirements:

Whenever, under any agreement such as referred to in paragraph (b) above, the remuneration of any party thereto consists wholly or partly of a share in the takings or profits, and there is a dispute about the true nature of the relationship and it is proved—

- (i) that the agreement is terminable by any party thereto by giving less than three months' notice; or
- (ii) that the amount that any party thereto received under the terms thereof over any period specified in the charge was less than the remuneration he would have been entitled to receive for his services for the same period under any agreement or binding award as if he had been an employee, he shall be presumed to be an employee and any other party to the agreement shall be presumed to be an employer, unless it is proved that the agreement was not made with the object of evading any provision of any agreement or relevant binding award,

a partner shall be paid a salary amounting to at least the equivalent of that of a foreman.

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

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

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

"temporary labourer" means an employee, other than an apprentice or a casual or permanent employee, who is employed on contract for a specific period or task, which contract shall terminate on expiry of the aforesaid period, or on completion of the aforesaid task;

"working employer" means a person, other than a partner or director in a partnership or company that is a member of the South-Western Furniture Manufacturers' Association, who himself performs any of the classes of work referred to in Part II of this Agreement and who—

- (a) is registered as an employer in terms of clause 14, or is liable to such registration; or
- (b) is a partner in a partnership that is registered as an employer in terms of clause 14, or is liable to such registration; or
- (c) is a director of a company that is registered as an employer in terms of clause 14, or is liable to such registration; unless inconsistent with the context, the following definitions shall apply to Part II of this Agreement:

"probationer" means an employee under 21 years of age employed in a trade designated under the Manpower Training Act, 1981, but does not include an apprentice;

"learner packer" means a packer who has had less than two years' experience of packing furniture in the Industry and who works under the supervision of a packer;

"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 conjunction with an establishment or in supervising all or any of their operations;

"juvenile" means an employee under the age of 21 years, excluding apprentices and labourers;

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

4. EMPLOYMENT OF TRADE UNION LABOUR

This clause has been suspended pending the holding of a ballot by the union in terms of the Act.

5. EXEMPTIONS

(1) All applications for exemption shall be in writing and shall be addressed to the Secretary of the Council for consideration at a meeting of the Council, which shall either wholly or partially grant or reject the application. The Council shall also have the authority to withdraw an exemption which has previously been granted.

(2) All applications for exemption shall be substantiated, and such substantiation shall include the following details:

- (a) The period for which the exemption is required;
- (b) the agreement and clauses or subclauses of the Agreement from which exemption is required;
- (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultation, either in support of or against the application, shall be included with the application.

(3) Should an applicant wish to appeal against a decision by the Council in terms of this clause he may refer it to the Independent Exemptions Board that is hereby established in terms of section 32 of the Act.

(4) The Board shall consider and decide on all written appeals and, when requested by the appellants or objectors to do so, may interview appellants or any objectors at its meeting: Provided that the Board may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the appeal.

(5) Once the Board has decided to grant an exemption, it shall advise the Secretary to issue a certificate and advise the appellants within 14 days of the date of its decision.

(6) When the Board decides against granting an exemption or part of an exemption requested, it shall advise the appellants within 14 days of the date of such decision and shall provide the reason or reasons for not granting an exemption.

(7) The Board shall consider all appeals against exemption decisions of the Council with reference to the following criteria:

- (a) The written and verbal substantiation provided by the appellant;
- (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
- (c) the terms of the exemption;
- (d) the infringement of basic conditions of employment rights;
- (e) the fact that a competitive advantage is not created by the exemption;
- (f) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative comparable bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability;
- (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Industry;
- (h) any existing special economic or other circumstances that warrant the granting of the exemption;
- (i) reporting requirements by the appellant and monitoring and re-evaluation processes; and
- (j) cognisance of the recommendation contained in the Report of the Presidential Commission to Investigate Labour Market Policy.

6. HOURS OF WORK**6.1 Ordinary 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 in the delivery of goods or messages—
 - (a) to work for more than 44 hours, excluding meal intervals, in any one week; or
 - (b) to work more than eight hours, excluding meal intervals on any one day: Provided that in any factory in which—
 - (i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or
 - (ii) the employees do not ordinarily work on more than five days in the week, an employee may on any working day be required or permitted to work for an additional period not exceeding one and a quarter hours; or
 - (c) to work continuously more than five hours without a meal interval of not less than one hour: Provided that—
 - (i) an employer may agree with his employee to reduce the period of such interval to not less than 45 minutes, and in that event, and after the employer has informed the Council in writing of such agreement, the interval may be so reduced; and
 - (ii) periods of work interrupted by intervals of less than one hour, except where proviso (i) applies, shall be deemed to be continuous.
- (2) 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 provided that any such employee was not working and was free to leave the premises during any portion of any period referred to in subclause (b), the presumption provided for in this subclause shall not apply in respect of such employee with reference to that portion of such period.
- (3) Every employer shall display in his establishment in a place readily accessible to his employee 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 hour.
- (4) The provisions of this clause shall not apply to a watchman whose employer grants him a day off of at least 24 consecutive hours in respect of every week of employment: Provided that—
 - (i) he makes no deduction from the watchman's wage in respect thereof;
 - (ii) an employer may, in lieu of granting a watchman any such day off, pay such watchman the wage he would have received if he had not worked on such day, plus an amount of not less than double his daily wage in respect of such day, plus an amount of not less than double his daily wage in respect of such day, plus an amount of not less than double his daily wage in respect of such day not granted.

6.2 Overtime hours:

Notwithstanding the provisions of subclause (1) (a) and (b) of this clause and save as is provided in clause 8.3, an employer may require or permit an employee to work overtime, for a total period not 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.

6.3 Forenoon and afternoon intervals:

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

6.4 Short time:

- (1) (a) If, owing to a slackness of trade in any establishment, it is found impossible to work full time, short time shall be worked by distributing the work available fairly among the employees affected in any section, and should it be found necessary to dismiss any employees for whom wages are prescribed in clause 1 of Part II, the employees to be dismissed first shall be those earning the lowest wages: Provided that no employee shall be dismissed owing to slackness of trade until the hours of work on short time fall below 35 per week over a continuous period of four weeks.

- (b) For the purposes of this clause, the following "sections" will be recognised: Polishing by hand or machine, furniture machining, furniture making, upholstering, veneering, novelty making, frame-making and bedding-making.
- (2) An employee who on any day reports for duty at the usual starting time of the establishment, and for whom no work is available, shall be paid in respect of such day an amount of not less than four hours' remuneration, unless he was notified by his employer previously that his service would not be required on the day in question.
- (3) The provisions of this clause shall not apply to apprentices.

7. LEAVE

7.1 Annual leave:

Every employer shall grant his employees leave of at least 15 consecutive working days to commence not before 15 December and not later than 23 December: Provided that the annual shutdown period shall be extended by virtue of the fact that any statutory public holiday falling within this period shall not be included in the said 15 working days: Provided further that every employer shall advise the Council at least one month prior to the date on which such leave is to commence of the date on which the establishment is to close.

7.2 Public holidays:

The following conditions shall be observed by all employers and employees for whom wages are prescribed in Part II of this Agreement:

- (a) All public holidays as contained in the Public Holidays Act, 1994, shall apply in the Industry and payment for these shall be in accordance with the provisions of the Public Holidays Act, 1994.
- (b) For the time worked on Family Day or Workers' Day, the employer shall, in addition to the remuneration due in terms of paragraph (a), pay to each employee concerned remuneration at the hourly rate of such an employee.

7.3 Maternity leave:

A female employee proceeding on maternity leave shall be entitled to unpaid maternity leave for a maximum period of six months, with a guarantee of re-employment after expiry of the aforementioned period, under the same terms and conditions of employment as on the date on which the maternity leave commenced, subject to the following pre-conditions:

- (a) The employee absent on maternity leave shall advise the employer on or before the expiry date of six months whether she will recommence service or not.
- (b) Proof of confinement in the form of a birth certificate shall be handed to the employer on the date on which the employee resumes service.
- (c) The employee may extend the guarantee period of six months upon receipt of a valid medical certificate from a registered medical practitioner in which it is certified that the employee cannot resume service on medical grounds.
- (d) The employer may employ a temporary employee, in the same category as the employee to whom maternity leave has been granted, on a temporary contract basis for the period of absence of the employee on maternity leave. Pro forma service contracts are available from the Council.
- (e) During the period referred to in paragraph (d) all the stipulations of the agreements administered by the Council shall be applicable to the temporary employee.
- (f) During the contract period the employer may, for any lawful and valid reason, terminate the temporary service contract.

7.4 Compassionate leave:

An employee shall be entitled to two days' paid compassionate leave per event per annum, subject to the following conditions:

- (a) This benefit shall be applicable to deaths in the immediate family, i.e. biological parents, husband or wife, and children.
- (b) Death certificates shall accompany applications for compassionate leave.
- (c) Special extensions shall apply to ethnic groups, namely—
 - (i) where the funeral is more than 600 km away, three additional days' unpaid compassionate leave shall be granted;
 - (ii) the onus shall be on the employee to register any additional dependants with the employer.

7.5 Shop steward education leave:

For the purpose of attending training courses and/or training seminars arranged by the trade union that is a party to this Agreement, shop stewards shall be entitled to two days' paid leave per annum: Provided that the trade union shall make the training course and/or seminar content available to the employer: Provided further that the trade union shall make available to the employer at least seven days in advance the names of the shop stewards who will be attending the course and/or seminar.

8. REMUNERATION

8.1 Payment of remuneration:

- (1) Wages and overtime shall be paid weekly, in cash, on the pay day of each establishment and not later than 15 minutes before the usual stopping time, 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.
- (2) Any remuneration due to an employee shall be handed to him in a sealed envelope or container, on which shall be recorded or which shall be accompanied by a statement showing—
 - (a) the employer's name;
 - (b) the employee's name or his number on the payroll and his occupation;
 - (c) the number of ordinary hours of work worked by the employee;
 - (d) the number of overtime hours worked by the employee;
 - (e) the number of hours worked by the employee on a Sunday, a public holiday or during his free period;
 - (f) the employee's wage;
 - (g) the details of any other remuneration arising out of the employee's employment;
 - (h) the details of any deductions made;
 - (i) the actual amount paid to the employee; and
 - (j) the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

- (3) No premium for the training of an employee shall be charged or accepted by the employer: Provided that this subclause shall not apply in respect of training schemes to which the employer is legally required to contribute.
- (4) No charge for damage done to material or deduction of any description, other than the following, may be made from the remuneration due to an employee:
 - (a) Except where otherwise provided in this Agreement, an amount proportionate to any period when an employee is not at work otherwise than on the instructions or at the request of the employer;
 - (b) with the written consent of the employee, deductions for sick, insurance, pension or other similar funds, membership of which is not compulsory in terms of any of the Council's agreements;
 - (c) deductions in terms of clause 15 of Part I;
 - (d) contributions in terms of clause 13 of Part I;
 - (e) a deduction of any amount that an employer is required or permitted to make by law or order of any competent court;
 - (f) any amount that may be set off in accordance with common law against any debt owing to an employer by an employee;
 - (g) subject to the provisions of clause 6.4, a deduction proportionate to the amount of short time worked;
 - (h) a deduction proportionate to any time that an establishment may be closed by mutual arrangement between the employer and not less than 75 per cent of his employees;
 - (i) deductions in respect of loans granted in terms of the rules of the Council's Housing Assistance Scheme.
- (5) During the first week of service of an employee no contributions shall be made by an employer in respect of such employee.

8.2 Wages:

- (1) Subject to the provisions of clauses 8.1, 8.3, 8.7 and 13 of this Part of the Agreement, no employer shall pay and no employee shall accept wages lower than those prescribed in Part II.
- (2) Notwithstanding anything to the contrary contained herein, the wage of an employee who, on the coming into operation of this Agreement was in receipt of a wage higher than the wage prescribed for the class of work on which he was engaged and who is still in the employ of the same employer on the same class of work shall, with effect from the date on which this Agreement comes into operation, be increased by an amount equal to the difference between the wage prescribed immediately prior to the coming into operation of this Agreement and the wage prescribed in this Agreement for the class of work on which he is employed.
- (3) The provisions of subclause (2) shall not apply to office employees.

8.3 Payment for overtime:

- (1) All time worked in excess of the weekly or daily hours laid down in clause 6.1(1) of this Part of the Agreement or outside the ordinary working hours as specified in the notice that is required to be displayed in terms of clause 6.1 (3) of this Part of the Agreement shall be regarded as overtime and shall, subject to the provisions of subclause (2), be paid as follows for each hour or part of an hour so worked:

- (a) For any time worked after the ordinary finishing time and up to 22:00 on any day from Mondays to Fridays or up to 18:00 on Saturdays at the rate of one and a third times the hourly rate of the employee concerned;
 - (b) for any time worked between 22:00 and the ordinary starting time from Mondays to Fridays, or after 18:00 on Saturdays, on any time worked on Sundays, at double the hourly rate of the employee concerned: Provided that for work performed on Sundays the employees shall be paid at least twice a full day's remuneration.
 - (c) for all hours worked in excess of the daily hours laid down in clause 6.1 (1) of this part of the Agreement in respect of which no overtime is payable under paragraphs (a) and (b) of this clause, at one and a third times the hourly rate;
 - (d) for all hours in excess of 44 per week, at one and a third times the hourly rate.
- (2) Where overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee concerned shall be adopted.
- (3) Notwithstanding the provisions of subclause (1), no overtime may be worked on a Saturday by an establishment working a five-day week, unless the employer concerned has obtained the prior permission of the Council in writing. All overtime worked on any day from Monday to Friday shall, within seven days of the day on which the overtime was worked, be notified in writing to the Council by the employer concerned.

8.4 Hourly rates:

Notwithstanding anything to the contrary contained in this Agreement, all work performed by an employee, excluding a watchman, shall be paid for at an hourly rate. The hourly rate shall be determined by dividing the wage prescribed in Part II for the class of work on which the employee is employed by 44.

8.5 Employees receiving higher wages than those prescribed:

An employee for whom wages are prescribed in Part II and who at the date on which this Agreement became binding 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 on the same class of work, receive a wage not lower than the wage he is receiving at such date: Provided that the Council may authorise a reduction of such higher wage to the level prescribed in this Agreement for an employee of his class.

8.6 Employees engaged in more than one operation:

- (1) An employer who requires or permits a member of one class of his employees to perform, either in addition to his own work or in substitution therefor, work of another class for which either—
- (a) a wage higher than that of his own class; or
 - (b) a rising scale of wages terminating in a wage higher than that of his own class;
- is prescribed in Part II, shall pay to such employee in respect of that day—
- (i) in the case referred to in paragraph (a), not less than the daily wages calculated on the highest weekly rate for the higher class; and
 - (ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the highest weekly rate for the higher class:

Provided that where the difference between classes is in terms of Part II based on experience, sex or age, the provisions of this clause shall not apply.

8.7 Holiday Fund:

- (1) (a) The fund known as the South-Western Districts Furniture Holiday Fund (hereinafter referred to as the Fund), established in terms of the Agreement published in the Schedule to Government Notice No. 465, dated 1 April 1960, is hereby continued. Every employer shall each week pay into the Fund a sum equal to 15 per cent of the actual remuneration, excluding bonus payments earned by each of his employees during that week. When making such payment, the employer shall furnish a statement in the form specified in Annexure A to this Agreement.
- (b) Notwithstanding the provisions of paragraph (a), the amounts of 15 per cent may be reduced to 5 per cent of the remuneration paid to an employee in respect of any week during which the employee absents himself from work for any reason whatsoever, other than absence on the instructions or at the request of the employer or for medical reasons with a valid doctor's certificate for not more than three hours in one week: Provided that if an employee absents himself from work on account of illness beyond the three-hour limit, the employer may, as a condition precedent to the payment of the latter amount, require the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity: Provided further that the contribution of 5 per cent in respect of illness need not be paid for any period of absence in excess of 25 ordinary working days in any one year.
- (c) (i) Amounts payable in terms of paragraph (a) hereof shall be paid not later than the 10th day of each month following that in respect of which they are due to the Secretary of the Council.

- (ii) Should any amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one per cent per month or part thereof from such 10th 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.
- (d) Amounts payable in terms of paragraph (a) 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 every employee in respect of whom payments are made in terms of paragraph (a) hereof to the Fund and the amount paid to the Fund in respect of him.
- (f) The Fund shall be utilised for the purpose of distribution to employees of a holiday bonus on the following bases and operating over the following period: Between 8 and 23 December, every employee shall be paid a holiday bonus equal to the amount paid into the Fund in terms of paragraph (a) hereof in respect of him during the year ending on the last pay day occurring in October.
- (g) The Council may invest any of the moneys belonging to the Fund from time to time on fixed deposit or on call with a bank or registered building society and any interest accruing from such investments 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 became payable, shall accrue to the general funds of the Council.
- (i) Should the estate of an employer be sequestrated or a company, which is an employer, be placed in liquidation, and any moneys due by such employer to the Council in terms of paragraph (a) hereof in respect of any period of employment of any employee, not exceeding 12 months, have not been paid, the employee in respect of whom the money is due shall be deemed to be entitled, on such sequestration or liquidation, to one and a half day's leave for each month of such period not exceeding 12 months.
- (j) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for a similar purpose to that for which the Fund was established or continued in a subsequent agreement.
- (k) (i) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 61 of the Act during any period in which this Agreement is binding, the Council shall, subject to the approval of the Registrar of Labour Relations in terms of the first proviso of the said section of the Act, continue to administer the Fund and the members of such Council at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, however, that any vacancies occurring on the Council may be filled by the Registrar from employers and employees in the Furniture Manufacturing Industry of the South-Western Districts to ensure an equality of employer and employee representatives and alternates in the membership of the Council. In the event of the Council being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of such Council, who shall possess all the powers of such Council for that purpose.
- (ii) In the event of there being no Council in existence, the Fund shall upon expiry of the Agreement be liquidated in the manner set forth in paragraph (l) of this clause and if upon such expiry the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 60 of the Act, as if it formed part of the general funds of the Council.
- (l) Upon liquidation of the Fund, the moneys remaining to the credit of the Fund after payment of all claims, including administration and liquidation expenses, shall be paid into the general funds of the Council.
- (m) A public accountant, who shall be appointed by the Council and whose remuneration shall be decided on by the Council, shall audit the accounts of the Fund at least once annually and, not later than 30 June in each year, prepare a statement showing—
 - (i) all moneys received—
 - (aa) in terms of paragraph (a) hereof;
 - (ab) from any other sources; and
 - (ii) expenditure incurred under all headings during the 12 months ended 30 June, preceding together with a balance sheet showing the assets and liabilities of the Fund as at that date. True copies of the audited statements 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 three months after the close of the period covered thereby, be transmitted by the Council to the registrar of [labour relations.]

8.8 Night-shift work:

- (1) Should an employer require to operate his establishment both during the day and night, any time worked between 18:00 and 06:00 shall be regarded as night-shift work. All employees for whom wages are prescribed in this Agreement and who are required or permitted to perform night-shift work must in addition to the prescribed wage rate receive an additional 10 per cent of the prescribed rate for all time worked during the night shift or R8,00, whichever is the greater.
- (2) Time worked by an employee after the completion of his usual shift in the establishment concerned shall be regarded as overtime and must be paid for at the rates specified in clause 8.3.

8.9 Incentive bonus:

- (1) Subject to the condition that no employee shall be paid less than he would be entitled to in terms of this Agreement had he been a time worker, an employer may base an employee's remuneration on the quantity or output of work done: Provided that no such system of remuneration shall be permissible except in the form of an incentive 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 management and the employees, which, after consultation with any of the trade union parties to this Agreement whose members are involved, may agree upon the terms of any such scheme.
- (3) The terms of any such incentive scheme and any subsequent alteration thereto that may have been agreed upon by the Committee shall be put in writing and signed by the members of the Committee, and shall not be altered by the Committee or terminated by either party unless the party wishing to alter 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) Any employee employed on an incentive bonus scheme for any period shall be paid the full amount earned by him under the incentive bonus rates agreed upon in terms of this clause.
- (5) The provisions of this clause shall not apply to apprentices.

8.10 Basis of payment:

Notwithstanding anything to the contrary contained in this Agreement, payment for all work done shall be at the rate prescribed for the operation or operations performed, and shall not be based upon the technical skill or qualification of the employee concerned.

8.11 Sick-leave pay:

Sick-leave pay shall be paid to members of the Sick Fund in accordance with the Sick Benefit Society Agreement. Those employees who are not members of the Sick Fund shall receive sick-leave pay in terms of the provisions of the Basic Conditions of Employment Act, 1997.

9. PROHIBITIONS**9.1 Piecework:**

No employer shall require or allow any person to work piece-work or any other system by which earnings are based on quantity of work done, except as provided in clause 8.9 of this Part of the Agreement.

9.2 Outwork:

- (1) No employer shall require or allow any of these employees to undertake work in connection with the 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 Industry shall solicit or take orders for or undertake any work in connection with the Industry on his own account for sale or on behalf of any other person or firm for reward, whether for remuneration or not, while 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 registered with the Council and used solely for work in the Industry, except such outwork as is provided for in subclause (1).
- (4) No employer shall give out any work in connection with the manufacture of furniture, either in whole or in part, irrespective of the materials used, other than in premises subject to registration in terms of the Occupational Health and Safety Act, 1993, or workrooms registered with the Council, and used solely for work in the Industry, except such outwork as is provided for in subclause (1).

9.3 Employment of minors:

No person under the age of 16 years shall be employed in the Industry.

9.4 Working proprietor, partner, director or member:

All working proprietors and/or partners shall observe the recognised hours specified for employees in this Agreement.

9.5 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 that will in effect amount to an abatement of the wages that 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 such employer or at any place nominated by his employer, or to purchase any goods or hire property from his employer.

10. EXHIBITION OF AGREEMENT**Every employer shall—**

- (a) affix and keep affixed in his establishment a legible copy of this Agreement in the form specified in the regulations under the Act in [two official languages] (when available) and in a conspicuous place where it is readily accessible to his employees;
- (b) make the copy available for inspection by any employee; and
- (c) give a copy of the Agreement to an employee who has paid the specified fee or free of charge, on request, to an employee who is a trade union representative or a member of a workplace forum.

11. ADMINISTRATION OF AGREEMENT

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

12. AGENTS

(1) The Minister shall appoint, at the request of the Council, one or more specified persons, who have been designated in terms of section 33 (1) of the Act, to assist in giving effect to terms of this Agreement. The designated agent shall have the right to—

- (a) enter, inspect and examine any premises or place in which the industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;
- (b) orally examine, either alone or in the presence of any other person, as he thinks fit, with respect to matters relating to this Agreement, every employee whom he finds in or about the premises or place and require such employee to answer the question put;
- (c) require the production of any notice book, list or document that is by this Agreement required to be kept, exhibited or made, and inspect and copy the same;
- (d) require the production and inspect, examine and copy all pay sheets or books in which an account is kept of actual wages paid to an employee whose wages are fixed by this Agreement;

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

(3) Every person on whom the provisions of this Agreement are binding shall grant the designated agent all facilities referred to.

13. EXPENSES OF THE COUNCIL

(1) (a) For the purposes of meeting the expenses of the Council, every employer shall deduct 50c per week from the wages of each of his employees (other than learners and apprentices): Provided that no deduction shall be made from the wages of an employee who has worked less than 24 hours in the week in which the deductions fall due.

(b) To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the 10th day of each month, the total sum to the Secretary of the Council, submitting at the time of payment an extract from his wage register showing the names of employees and period worked by each in respect of the amount forwarded.

(2) Should any amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one per cent per month or part thereof from such 10th 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 of part thereof.

14. REGISTRATION OF EMPLOYERS AND EMPLOYEES

(1) Every employer shall, within one month from the date on which this Agreement comes into operation, and every employer entering the Industry after that date, shall within one month of commencement of operations by him forward to the Secretary of the Council the following particulars, which shall be in writing and signed by the employer:

- (a) Full name (where the business is a company or partnership the full name of the responsible manager and/or partners to be furnished);

- (b) address where the business is carried on and the residential addresses of the persons referred to in paragraph (a);
- (c) trade or trades carried on by him in the Industry;
- (d) names of his employees and occupation in which they are employed.

(2) Where the employer is a partnership, information in accordance with subclause (1) regarding each of the partners, and the title under which the partnership operates, shall be furnished, in addition to a copy of the partnership agreement.

(3) Written notification shall be sent to the Council by every employer of an alteration in respect of any details supplied in terms of subclause (1) and such notification shall be given within 14 days of such alteration.

(4) Every employer in the Industry, at the date of coming into operation of this Agreement, and every employer who enters the Industry after that date, shall, within seven days of such dates or on the date on which such employer commences operations, as the case may be, lodge with the Council a cash amount or guarantee acceptable to the Council to cover the payment in respect of his employees as follows:

- (a) One week's wages;
- (b) 13 weeks' levies and contributions in respect of—
 - (i) Holiday Fund contributions in terms of clause 8.7;
 - (ii) levies to the Council in terms of clause 13;
 - (iii) Training Fund contributions in terms of clause 4 of the Training Fund Agreement;
 - (iv) Provident Fund contributions in terms of clause 7 of the Provident Fund Agreement.

(5) (a) Where the cash amount or guarantee lodged by an employer is insufficient to cover the payment of wages and levies/contributions referred to in subclause (4), the employer shall on demand by the Council increase the cash amount or guarantee to an amount sufficient to cover such payment.

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

(6) The Council shall be entitled to utilise any cash amount or guarantee lodged by an employer with the Council in terms of subclause (4), to pay any amount that may be due to the Council by such employer in respect of levies and contributions or to pay any wages that may be due to any one or more employees of such employer, where the Council is satisfied that such wages are due and payable to the employees concerned by the employer involved: Provided that the total claim in respect of any one or more employee shall not exceed the total amount of the cash amount or guarantee lodged with the Council: Provided further that the amount any employee is entitled to claim as wages shall not exceed that portion of the cash amount or guarantee lodged with the Council that represents wages.

(7) Should any amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one per cent per month or part thereof from such 10th 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.

15. SUBSCRIPTION TO REGISTERED TRADE UNION AND REGISTERED EMPLOYERS' ORGANISATION

(1) An employer shall deduct from the wages of his employees the amount of the employees' trade union subscriptions and shall, by no later than the 10th day of each month following that on which they were due, forward the amount so deducted to the Secretary of the Council, P.O. Box 3220, North End, Port Elizabeth, 6056, submitting at the time of payment an extract from his wage register showing the names of employees and the period worked by each in respect of the amount forwarded.

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

16. TRADE UNION REPRESENTATION ON THE COUNCIL

(1) 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.

(2) When a trade union representative on the Council attends Council and Management Committee meetings during normal working hours, the Council shall refund to the employer the time for which wages were paid in respect of the trade union representative's attendance at such meetings.

17. KEEPING OF RECORDS

Time and wage records shall be kept written in a legible manner in ink in a form approved by the Council.

18. EXISTING CERTIFICATE

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

19. PROVISION OF TOOLS

- (1) Cabinetmakers' benches, cramps, handscrews, gluepots and all brushes shall be provided by the employer.
- (2) The employer shall, at his expense, insure the tools of the cabinetmakers in his employ against loss or destruction by fire. In this connection, each cabinetmaker shall be obliged to submit, when required, an inventory of the tools in his possession and shall further submit such information as may be required from time to time by the insurers in respect of the said tools.
- (3) The Council may from time to time determine what tools a cabinetmaker should provide.

20. COMPULSORY RETIREMENT AGE

- (1) Subject to the provisions of subclauses (2) and (3) hereof, any employee who enters the Industry shall retire at the age of 60: Provided that any employee who is employed in the Industry at the date upon which this Agreement comes into operation and who has already attained the age of 60 years shall retire at or before the age of 65.
- (2) Any employee who is employed in the Industry at the date upon which this Agreement comes into operation and who has attained the age of 55 years or more may retire within five years of his present age, but shall retire at the age of 65.
- (3) Any employer who is registered with the Council in terms of clause 14 of this Agreement, and every employee who is employed in the Industry as at the date on which this Agreement comes into operation, shall submit acceptable documentary proof of the employee's age to the Council.
- (4) The provisions of subclause (3) shall also apply to any employer or employee who enters the Industry after the date on which this Agreement comes into operation.
- (5) Any person currently employed by an employer and who has attained the age of 64 years or more shall retire within one year after the date on which this Agreement comes into operation.

21. TERMINATION OF CONTRACT OF EMPLOYMENT

- (1) One hour's notice shall be given by the employer or employee to terminate a contract of service: Provided that this shall not affect the right of an employer or employee to terminate a contract of service without any notice for any cause recognised by law as sufficient.
- (2) Notwithstanding the provisions of subclause (1), an employer and employee may agree to provide for a longer period of notice than one week. Failure to comply with such arrangement shall be a contravention of this clause: Provided that an employer may pay to an employee or an employee may pay or forfeit to an employer a week's wages for and in lieu of the specified period of notice or in the case of any agreement for a longer period of notice a correspondingly increased wage in lieu thereof.
- (3) The period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 7.1 of Part I or any period of military service an employee is required to undergo, or during absence due to illness.

22. CONTRACT OF SERVICE

- (1) Subject to the provisions of clause 21 of Part I, the permanent appointment of any employee who enters the service of an employer in the Industry shall be subject to the completion of a probationary period of not more than 13 weeks.
- (2) Every employer shall, when engaging a new employee, issue such employee with a letter of appointment in the form specified in Annexure D or in any other form as may be specified by the Bargaining Council.
- (3) A contract labourer involved with the manufacturing of furniture shall become a permanent employee after three months' service.

23. LEARNERS

- (1) No employer shall employ any employee as a learner unless such employee is in possession of a certificate issued by the Council authorising his employment as such.
- (2) Application for permission to work as a learner shall be made to the Council in the prescribed form and shall be accompanied by a medical certificate in the form specified in Annexure C—the cost of the medical examination to be borne by the prospective employer.
- (3) The Secretary of the Council shall issue to an employee who has been granted permission to work as a learner a certificate showing the name of the employee, his age, the minimum wage payable to him, the name of the employer and the period during which the permission shall be effective: Provided that the Council may, if it deems fit and if the provisions of subclause (7) hereof no longer apply, after one week's notice, in writing, has been given to the employer and the employee, withdraw any certificate issued in terms of this subclause.

(4) A duplicate copy of every certificate issued in terms of subclause (3) shall be furnished to the employer, who shall return it to the Council when it is no longer operative.

(5) For the purpose of ascertaining the minimum wage payable to a learner, any previous experience in the Industry may in the discretion of the Council be taken into consideration and the wage rate shall be specified in the certificate issued by the Council in terms of subclause (1).

(6) A learner shall not be employed on the same operation for more than three months during the period of his learnership without the approval of the Council.

24. DISPUTES ABOUT THE INTERPRETATION, APPLICATION OR ENFORCEMENT OF THE AGREEMENT

Any dispute concerning the interpretation, application or enforcement of this Agreement shall be referred to the Council and shall be resolved as follows:

- (a) A conciliator shall be appointed by the Secretary from the panel of conciliators to resolve the dispute by conciliation. This conciliation shall take place within 14 days of the referral of the dispute.
- (b) If the dispute is not resolved through conciliation the dispute shall be referred for arbitration. The arbitrator shall be appointed by the Secretary from the panel of arbitrators. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing, and shall in his discretion, be entitled to make an award in respect of the parties' arbitration costs. The arbitrator's decision shall be final and binding.

25. INDUSTRY RECRUITMENT POLICY

Preference shall be given to internal applicants over external applicants when vacancies are to be filled at any employer in the Industry. This preference shall be subject to how reasonable it would be to expect the employer to train an internal applicant for the specific vacancy in question.

PART II

1. DEFINITIONS

All employees for whom wages are prescribed in clause 2 shall be defined as follows:

"Grade I employee" means an employee, other than a casual employee, engaged in or as—

- (a) any or all of the operations performed in the Furniture Manufacturing Industry, but excludes Grade II to Grade VIII employees as defined below;
- (b) foreman and/or supervisor;
- (c) wood machinist;
- (d) cabinetmaker;
- (e) upholsterer;
- (f) polisher;
- (g) saw doctor;
- (h) metal welding, excluding spot welding;
- (i) maintenance of machinery;
- (j) woodcarver;
- (k) motor transport driver in possession of a valid driver's licence classified as Code 11 and/or higher who drives a motor vehicle requiring possession of such a licence;

(2) **"Grade II employee"** means—

- (a) an employee engaged in or operating the following:
 - (1) Positioning wooden and metal lathes and crossbars to frames for upholstering;
 - (2) fixing of ready-made cane mats;
 - (3) setting up and operating single-drum sander;
 - (4) mortising on the mortice machine only;
 - (5) operating the hinge recessing machine for the purpose of cutting recesses for locks and hinges;
 - (6) thickness planer;
 - (7) cutter with four or five chisels;
 - (8) automatic copy machine or copy lathe;
 - (9) multiple cutter and carving machine;
 - (10) ripsaw;
 - (11) crosscut saw;

- (b) an employee engaged in bedding-making, which means the manufacture by hand or mechanical appliance, either in whole or in part, of all types of mattress filled with coir, hairlock, flock, kapok, cotton wadding, hair, fibre wool, feathers, grass, chaff, straw, subber, or any other similar materials; or any combination of spring interior, all types of wire springs, chair and/or spiral springs, full spiral springs, mesh springs, helical springs, all types of springs and/or spring units, pillows, cushions, bolsters, overlays, quilts, knocking on and/or hooking on spring mattress wires, chair spring meshes, spiral springs and helical springs to frames for bedding, but excluding the undermentioned sundry operations:

- (1) Weaving of spring mesh;
- (2) stuffing-filling into mattress cases, whether by hand or machine;
- (3) side stitching;
- (4) tufting, whether by hand or machine;
- (5) operating a border quilting machine;
- (6) operating a top quilting machine;
- (7) preparing frames and rollers for top quilting machine;
- (8) securing, sewing or stapling interlaced pads to spring units, whether by hand or machine;
- (9) filling cushions with spring interior and/or spring units;
- (10) laying out filling material upon a spring unit;
- (11) securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress;
- (12) tape edging a spring interior mattress;
- (13) roll edging by hand or machine;

- (c) a motor transport driver in possession of a valid driver's licence classified as Code 9 or 10 who drives a motor vehicle requiring possession of such licence;

- (d) an employee who works without supervision as a despatch clerk, storeman, or timekeeper in a factory;

"Grade III employee" means—

- (a) an employee 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, but excluding the cutting of covers;
- (b) an employee engaged in—
- (1) cutting tops, borders and cases;
 - (2) all sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and components parts;
 - (3) sewing mattress handles to borders;
 - (4) sewing of quilted borders on to mattress units prior to tape edging;
 - (5) closing up, by hand or machine, the mouth of a mattress;
 - (6) joining border lengths;
 - (7) closing pillows, cushions and bolsters; and

- (c) an employee who works under supervision as a despatch clerk, storeman or timekeeper in a factory;

"Grade IV employee" means—

- (a) an employee engaged in—
- (1) bolting;
 - (2) making and/or pointing wooden dowels and pins by hand or machine;
 - (3) knocking in wooden dowels, by hand;
 - (4) bending solid timber by hand or mechanical process;
 - (5) knocking in sockets for castors;
 - (6) filling holes or cracks in furniture with wood filler or similar substances;
 - (7) fixing bed irons, domes and castors;
 - (8) applying wax;
 - (9) painting and/or filling edges;
 - (10) removing doors and fittings prior to preparation for polishing;
 - (11) filling in with plaster of Paris or any other filling material;
 - (12) bleaching furniture with acids or any other bleaching agent;
 - (13) stripping polished surfaces;

- (14) staining, filling and/or reviving by hand only;
- (15) webbing;
- (16) tacking plywood onto loose seats for upholstery purposes;
- (17) spraying metal;
- (18) riempie work;
- (19) hooking on helical springs and/or chain and/or zigzag or nosag type of springing;
- (20) teasing coir or other materials by machine;
- (21) stippling and punching the background of carving;
- (22) scraping by hand;
- (23) rasping by hand;
- (24) filling by hand;
- (25) spokeshaving by hand;
- (26) boring holes;
- (27) screwing down chair seats;
- (b) an employee engaged in—
 - (1) bolting by hand or bed mattress frames, studio couch frames and costs;
 - (2) preparing spools for a border quilting machine;
 - (3) cutting quilted borders to length;
 - (4) punching holes in mattress borders;
 - (5) fitting ventilators and handles to mattress borders;
 - (6) feeding an interlacing machine;
 - (7) cutting and making pads, irrespective of materials used;
 - (8) positioning lathes or crossbars or fixing webbing to mattress or bed frames;
 - (9) staining mattress frames;
 - (10) affixing lugs to mattress frames;
 - (11) positioning and securing a mesh to a mattress frame;
 - (12) hanging loops on needles in compression tufting;
 - (13) loading, wheeling and operating a cloth-spreading machine;
 - (14) operating a teasing machine;
 - (15) attending a loop-making machine;
 - (16) attaching loops to buttons or tufts;
 - (17) fitting castors and sockets;
 - (18) staining and/or varnishing, by hand, frames for bedding;
 - (19) assembling, knocking or hooking woven wire mesh and chain spring meshes onto frames for bedding, irrespective of the materials of which such frames are made;
 - (20) fixing bed irons;
 - (21) attaching spring units to bed frames;
- (c) an employee engaged as a caretaker and/or watchman;
- (d) a motor vehicle driver in possession of a valid driver's licence classified as code 8, who drives a motor vehicle requiring possession of such licence;

"Grade V employee" means—

- (a) an employee engaged in sandpapering by hand and/or portable sander, regardless of whether the articles sandpapered are stationary or rotating, and who operates an open belt sander, an open disc sander, bobbin sander, or an air-filled sander; and
- (b) an employee engaged as a packer or a learner packer.

"Grade VI employee" means—

- (a) an employee engaged in—
 - (1) cleaning and sweeping premises;
 - (2) cleaning machinery, plants, tools, spray guns and utensils;

- (3) oiling and greasing machines and/or vehicles;
- (4) limewashing;
- (5) loading and/or unloading vehicles;
- (6) handling materials;
- (7) pushing or pulling a vehicle or handcart;
- (8) delivery by manually propelled vehicles;
- (9) unpacking, bailing and unbaling raw material;
- (10) cleaning and blowing down equipment;
- (11) attending a boiler, incinerator and/or oven;
- (12) loading and unloading kilns;
- (13) making tea or other similar beverages;
- (14) treating timber for preservation/
- (15) packing articles into cartons and/or cardboard containers;
- (16) packing articles into cartons and/or containers and thereafter filling and closing such cartons and containers;
- (17) washing and/or wiping off glue;
- (18) stripping second-hand upholstery and bedding;
- (19) assisting a furniture machinist in handling materials before and after machining;
- (20) cutting metal rods, hinges, metal tubes, metal strips, chain, wire, hoop-iron and all similar materials;
- (21) riveting or making threads on iron bolts and rods;
- (22) operating presses of any type;
- (23) baling and dipping upholstery springs;
- (24) attending to dust bags and/or cyclones of sanding machines;
- (25) gluing sandpaper discs;
- (26) wrapping in paper or cardboard;
- (27) inserting rubber units into mattress cases;
- (28) cutting rubber units;
- (29) taping veneers and attending veneer presses;
- (30) removing, washing and/or cleaning off glue and paper from pressed veneers;
- (31) straightening and/or cutting hoop-iron used for webbing;
- (32) filling pillows, cushions and bolsters with substances or materials other than spring interior and/or spring units;
- (33) beating and/or teasing coir by hand;
- (34) cleaning metal rods;
- (35) mass-measuring pillows, bolsters, quilts and cushions;
- (36) teasing coir or any other materials by hand;
- (37) stripping bedding;
- (38) removing glue from furniture;
- (39) bending, punching, riveting, drilling and/or assembling metal parts;
- (40) glue mixing, mass-measuring and preparing;
- (41) applying and/or spreading glue and glue hardeners by hand, bush or machine, but expressly excluding putting together or assembling furniture parts [this exclusion not to apply to the employees referred to in subparagraph (45) hereunder];
- (42) operating a tenon squashing machine;
- (43) marking by template, pattern and/or jig in preparation for machining;
- (44) marking off patterns templates and/or jigs;

- (45) putting together or assembling furniture parts that are to be cramped, clamped or pressed: Provided that the ratio of employees performing this operation to employees in receipt of the wage prescribed in clause 2 of this Part who are engaged in cramping, clamping or pressing shall not exceed two to one;
- (46) making and jointing sandpaper of discs and belts for open belt sanders;
- (47) straining materials;
- (48) taping, stapling and/or tacking veneers, plywood and hardboard onto frames or core material for pressing;
- (49) tapeless jointing by machine;
- (50) loading and unloading vacuum bags and presses of any kind;
- (51) washing gum or other tapes;
- (52) stacking parts after pressing;
- (53) assisting an upholsterer in holding a cover;
- (54) oiling furniture by hand only;
- (55) any of the processes in the construction of spring interiors and/or spring units and the manufacture of their component parts; and
- (b) an employee engaged as an office messenger;

"Grade VII employee" means an artisan engaged in the manufacture of ornaments and/or novelties;

"Grade VIII employee" means an employee engaged in novelty sandling;

"Grade IX employee" means an employee engaged in stacking or packing wood.

2. WAGES

The minimum wage an employer shall pay to each member of the undermentioned classes of his employees from the date of the coming into operation of the Agreement shall be as set out hereunder:

	Rand per week
(1) Grade I employee.....	508,64
(2) Grade II employee.....	350,68
(3) Grade III employee.....	321,20
(4) Grade IV employee.....	294,36
(5) Grade V (a) employee:	
During the first six months as a new entrant in the grade.....	245,96
After the first six months as a new entrant in the grade.....	263,12
(6) Grade V (b) employee.....	287,76
(7) Grade VI employee:	
During the first six months as a new entrant in the grade.....	246,40
After the first six months as a new entrant in the grade.....	263,56
(8) Grade VII employee.....	294,36
(9) Grade VIII employee:	
During the first 12 months as a new entrant in the grade.....	202,84
After the first 12 months as a new entrant in the grade.....	212,96
(10) Grade IX employee.....	174,68
(11) The wage of an apprentice shall be paid as a percentage of the prescribed wage for a Grade I employee as follows:	
Stage completed.....	Percentage
before Stage 1.....	63
Stage 1.....	70
Stage 2.....	77
Stage 3.....	84
Stage 4.....	91
Stage 5.....	100

ANNEXURE A

(Statement submitted in terms of clause 8.7 of Part I of the Agreement)

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE SOUTH-WESTERN DISTRICTS**MONTHLY RETURN OF WAGES PAID AND DEDUCTIONS MADE FROM WAGES OF EMPLOYEES
IN TERMS OF THE AGREEMENT**Cheques to be forwarded, no later than the 10th day of each month, to the Secretary, P.O. Box 3220, North End,
Port Elizabeth, 6056

Name and address of firm Month

Information called for in all columns must be furnished

Identity Number	Surname and Initials of employee	Occupation	Hourly rate	Number of hours worked during week ended	Total wages paid for week	Total wages paid for month	Amount on which contribution is to be calculated	Amount due to the fund
			R		R	R	R	R

Percentage of total wage R

ANNEXURE B

(Notice required under clause 6.1 (3) of Part I of the Bargaining Council 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 .....	..... : .....	..... : ..... to
Afternoon interval .....	..... : ..... to .....	..... : .....	..... : ..... to

ANNEXURE C

(Medical certificate in terms of clause 23 (2) of Part 1 of the Agreement)

I certify that I have medically examined (full name).....sex....., race.....
who states that his present age is....., with the following results:

- (a) Condition of heart and circulation
- (b) Presence or absence of physical defect or deformity, including hernia.....
- (c) Condition of lungs
- (d) Condition as to tonsils and adenoids
- (e) Condition of glands of neck.....
- (f) Condition of teeth
- (g) Hearing.....
- (h) Sight
- (i) Communicable disease
- (j) Pediculosis

(k) Physical development

I am satisfied/not satisfied that he is in sound health and fit for employment as a learner in the trade of.....or any other trade, without danger to himself or others.

Place

Date

Medical Officer

ANNEXURE D**LETTER OF APPOINTMENT TO BE COMPLETED IN TERMS OF CLAUSE 22 (2)**

From: Name and address of firm

.....

To: Name and address of employee

.....

LETTER OF APPOINTMENT

This is to confirm your appointment as ain the Grade.....category at a rate of R..... per hour, with effect from..... Your appointment as a permanent member of staff is subject to your completing a probationary period of 13 weeks, after which your appointment will be permanent.

Conditions of service in the Furniture Manufacturing Industry are regulated by the Main Agreement for the Bargaining Council for the Furniture Manufacturing Industry, SWD. A copy of this Agreement is available for your perusal on request. In addition to the foregoing you will also be bound by the various rules and disciplinary procedures of this firm.

You will be required to belong to the Bargaining Council's Sick Benefit Society and Provident Funds, and contributions will commence immediately. Details of the benefits provided by these funds are provided in the enclosed Employee Benefits, Handbook.

Your attention is drawn to the fact that as a member of the South Western Furniture Manufacturers' Association, this Firm is bound by the provisions of clause 4 of the Main Agreement, which requires that we may not continue to employ any employee who, while being eligible for membership of the National Union of Furniture and Allied Workers' of South Africa, does not become a member of the trade union within a period of 90 days from the date of entering into employment. This clause will however only become binding pending the holding of a ballot by the Union in terms of the Act.

Your attention is further drawn to the fact that it is a legal requirement, in terms of the Labour Relations Act, 1995, for all employers and employees in this Industry to comply with the provisions of the various Bargaining Council Agreements.

Please sign the form below as an acknowledgement that you accept the terms and conditions of employment as outlined.

Signed:

Employer

Date

I, hereby confirm my acceptance of the conditions of service outlined in the above letter of appointment.

I further authorise the deduction of the requisite subscriptions, in respect of my membership of the National Union of Furniture and Allied Workers of South Africa, with immediate effect/upon your receipt from the said trade union of its acceptance of my application for membership.*

Signed:

Employer

Date

* Delete whichever is not applicable.

This Agreement signed at Knysna, on behalf of the parties, this 25th day of March 1999.

P. J. DAMPIES

Chairperson of the Council

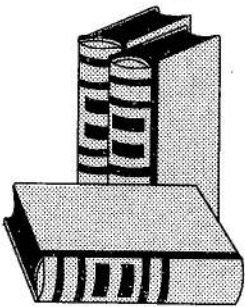
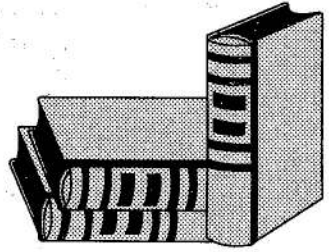
R. CLARK

Vice-Chairperson of the Council

M. HEMSLEY

Secretary of the Council

Where is the largest amount of meteorological information in the whole of South Africa available?



Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?

Department of Environmental Affairs and Tourism
Departement van Omgewingsake en Toerisme

CONTENTS**INHOUD**

No.	Page No.	Gazette No.	No.	Bladsy No.	Koerant No.
GOVERNMENT NOTICE			GOEWERMENSKENNISGEWING		
Labour, Department of			Arbeid, Departement van		
<i>Government Notice</i>			<i>Goewermentskennisgewing</i>		
R. 719 Labour Relations Act (66/1995): Bargaining Council for the Furniture Manufacturing Industry of the South- Western Districts: Extension of Main Collective Agreement to Non-parties	1	20151	R. 719 Wet op Arbeidsverhoudinge (66/1995): Bedingsraad vir die Meubelnywer- heid, Suidwestelike Distrikte: Uitbreiding van Hoof Kollektiewe Ooreenkoms na Nie-partye.....	1	20151