

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

7.2 Wages

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

7.3 Payment for overtime and for work performed on a Sunday

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

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

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

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

7.4 Employees receiving higher wages than those specified

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

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

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

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

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

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

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

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

7.6 Holiday Fund

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

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

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

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

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

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

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

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

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

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

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

- 7.6.7 The Council may invest any of the moneys belonging to the Central Holiday Fund on fixed deposit or on call with any registered banking institution and interest accruing from such investments shall accrue to the general funds of the Council for the purpose of financing the Council's administration of the Fund.
- 7.6.8 Moneys due to employees who cannot be traced and who have not claimed payment within a period of three years from the date on which the moneys became payable, shall accrue to the general funds of the Council.
- 7.6.9 Should the estate of an employer be sequestrated, or a company which is an employer be placed in liquidation, and any moneys due by such employer to the Council in terms of Sub clause 7.6.1 hereof in respect of any period not exceeding 12 months, not having been paid, the employee in respect of whom the money is due shall be deemed to be entitled, on such sequestration or liquidation, to one and a half days' leave for each month of such period not exceeding 12 months.
- 7.6.10 Any employee for whom payments have been made in terms of clause 7.6.1 and whose services have been terminated shall be entitled to receive immediate payment from the Council an amount equal to that which the Council has received to date in terms of clause 7.6.1 in respect of that employee. Any amounts still payable to the employee in terms of clause 7.6.1 shall be paid to him/her by the respective employer with his/her final pay packet.
- 7.6.11 A public accountant, who shall be appointed by the Council and whose remuneration shall be decided by the Council, shall audit the accounts of the Central Holiday Fund at least once annually and, not later than 31 December in each year, prepare a statement showing-
- 7.6.11.1 all moneys received in terms of this Clause;
- 7.6.11.2 expenditure incurred under all headings during the 12 months ended 31 December, preceeding, together with a balance sheet showing the assets and liabilities of the Fund as at that date.
- 7.6.12 True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the offices of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible, but not later than

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

7.6.13 In the event of the expiry of this Agreement by effluxion of time or any other cause, the Fund shall be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for a similar purpose to that for which the original Fund was established.

7.6.14 In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 61(5) of the Act, during any period in which this Agreement is binding, the Council shall continue to administer the Fund and the members of such Council at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes:

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

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

7.6.15 Upon liquidation of the Fund in terms of subclause 7.6.13, the moneys remaining to the credit of the Fund after payments of all claims, including administration and liquidation expenses, shall be paid into the general funds of the Council.

7.6.15 AWOL for the purpose of the Holiday Fund clause shall be defined as follows:

- Failure to report for duty without a Sick Leave Certificate after absence for medical reasons.
- Late coming at the beginning of a shift.
- Leaving the workplace without permission.

7.6.17 If an Employee works a full year and his/her final Holiday Fund Payout is less than the equivalent of 3 weeks wages as a result of short-time, the Employer shall make up the difference between the Employee's actual payout and the amount of 3 week's wages.

7.7 Two – Shift Work

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

7.8 Three – Shift Work

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

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

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

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

7.9 Incentive Bonus

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

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

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

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

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

7.10 Subsistence allowance

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

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

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

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

7.11 Long Service

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

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

7.12 Severance pay

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

CLAUSE 8: PROHIBITIONS

8.1 Piecework

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

8.2 Outwork

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

8.3 Employment of minors

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

8.4 Working proprietor, partner, director or member

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

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

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

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

8.5 Abatement of wages

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

9. EXHIBITION OF AGREEMENT

Every employer on whom this Agreement is binding must-

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

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

10. ADMINISTRATION OF AGREEMENT

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

11. AGENTS

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

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

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

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

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

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

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

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

12 EXPENSES OF THE COUNCIL

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

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

- 12.3 Should any amount due in terms of this Clause not be received by the Council by the 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 2½ 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.
- 12.4 An employer who is in arrears with payments and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Council in writing to do so, submit the amounts week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due.
- 12.5 The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the statement referred to in this clause. An employer to whom the provisions of this paragraph have been applied may only upon being notified by the Council in writing to revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of the second paragraph.

13. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

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

13.4.1 One week's wages;

13.4.2 six weeks' levies and contributions in respect of-

13.4.2.1 Holiday Bonus Fund contributions in terms of Clause 7.6;

13.4.2.2 levies to the Council in terms of Clause 12;

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

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

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

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

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

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

14.1 An employer shall deduct from the wages of his employees the amount of the employees' trade union subscriptions and shall by not later than the 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.

14.2 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.

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

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

15. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

16. KEEPING OF RECORDS

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

17. EXISTING CERTIFICATE

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

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

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

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

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

19. COMPULSORY RETIREMENT AGE

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

20. TERMINATION OF CONTRACT OF EMPLOYMENT

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