


No. R. 975

12 September 2008

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

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Furniture Manufacturing Industry of the Eastern Cape and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry with effect from 22 September 2008 and for the period ending 30 June 2010.



MINISTER OF LABOUR

No. R. 975

12 September 2008

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

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



MINISTER VAN ARBEID

SCHEDULE

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE EASTERN CAPE

MAIN AGREEMENT

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

Midlands Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

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

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PART I

1. SCOPE OF APPLICATION OF AGREEMENT

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

2. DATE AND PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

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

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

“**Act**” means the Labour Relations Act, 1995;

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

“bonus” means-

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

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

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

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

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

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

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

“experience” means, in relation to-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“trailer” means any conveyance drawn by a vehicle;

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

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

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

4. EXEMPTIONS

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

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

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

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

5. HOURS OF WORK

5.1 Ordinary Hours of work

- 5.1.1 Save as is otherwise provided in this Agreement, no employer shall, subject to Clause 5.1.1.4, require or permit an employee, other than one exclusively employed as a commercial traveller, security guard, or in the delivery of goods or messages-
- 5.1.1.1 to work for more than 40 hours, excluding meal intervals, in any one week; or
 - 5.1.1.2 to work for more than nine hours, excluding meal intervals, on any one day;
 - 5.1.1.3 to work for more than five hours continuously without a meal interval of not less than one hour: Provided that-
 - 5.1.1.3.1 an employer may agree with his employee to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Bargaining Council in writing of such agreement, the interval may be so reduced; and
 - 5.1.1.3.2 periods of work interrupted by intervals of less than one hour, except when proviso applies, shall be deemed to be continuous;
 - 5.1.1.3.3 if such interval be longer than one hour, any period in excess of one and a quarter hours shall be deemed to be ordinary hours of work;
 - 5.1.1.4 Notwithstanding the provisions of 5.1.1, provision is made for employers to require employees to work as ordinary hours, additional hours to a maximum of three hours a week limited to not more than one such hour being worked on any one particular day. Such additional hours shall be called Stand-by Hours.
 - 5.1.1.4.1 The working of stand-by hours in Area A will be restricted to Mondays, Tuesdays, Wednesday and Thursdays.
 - 5.1.1.4.2 A stand-by hour can be worked on a Friday in Area B following consultation with the affected Employees.
 - 5.1.1.4.3 Notice must be given by all Employers in all areas of the intention to work a stand-by hour before lunch-time on the day the stand-by hour is to be worked”.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 Overtime hours

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

5.2.1.1 10 hours;

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

5.3 Morning and afternoon intervals

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

5.4 Short-time

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

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

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

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

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

6. LEAVE

6.1 Annual leave

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

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

6.2 Public Holidays

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

6.3 Maternity leave

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

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

6.4 Sick Leave

- 6.4.1 “Sick leave cycle” means the period of 36 months’ employment with the same employer immediately following –
- 6.4.1.1 an employee’s commencement of employment; or
 - 6.4.1.2 the completion of that employee’s prior sick leave cycle.
- 6.4.2 During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.
- 6.4.3 Despite subsection (6.4.2), during the first six months of employment, an employee is entitled to one day’s sick leave for every 26 days worked.
- 6.4.4 During an employee’s first sick leave cycle, an employer may reduce the employee’s entitlement to sick leave in terms of subsection (6.4.2) by the number of days’ sick leave taken in terms of subsection (6.4.3).
- 6.4.5 Subject to section 23, an employer must pay an employee for a day’s sick leave-
- (a) the wage the employee would ordinarily have received for work on that day; and
 - (b) on the employee’s usual pay day.
- 6.4.6 An agreement may reduce the pay to which an employee is entitled in respect of any day’s absence in terms of this section if-
- (a) the number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and
 - (b) the employee’s entitlement to pay-
 - (i) for any day’s sick leave is at least 75 per cent of the wage payable to the employee for the ordinary hours the employee would have worked on that day; and
 - (ii) for sick leave over the sick leave cycle is at least equivalent to the employees entitlement in terms of subsection (6.4.2).
- 6.4.7 An employer may require a medical certificate before paying an employee who is absent for more than two consecutive days or who is frequently absent”.

6.5 Family Responsibility Leave

6.5.1 This clause applies to an employee-

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

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

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

6.5.2.1 when the Employee's child is born

6.5.2.2 when the Employee's child is sick; or

6.5.2.3 in the event of death of -

6.5.2.3.1 the Employee's spouse or life partner; or

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

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

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

6.5.3.2 on the Employee's usual pay day.

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

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

6.6 Trade Union Representative leave

6.6.1 Every employer shall grant:

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

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

7. REMUNERATION

7.1 Payment of remuneration

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