

## DEPARTMENT OF LABOUR

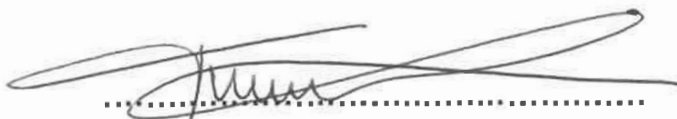
NO. 325

20 MARCH 2020

## LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE CANVAS GOODS INDUSTRY (GAUTENG):  
EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and 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 Canvas Goods Industry (Gauteng)**, 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 the Second Monday after publication of this Notice and shall remain in force until such time as the Agreement is amended, amplified or replaced by a new Collective Agreement.



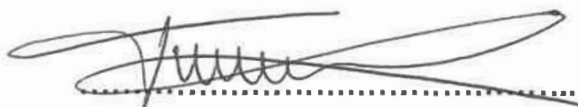
MR TW NXESI, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 05/03/2020

**UMNYANGO WEZEMISEBENZI NABASEBENZI****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****BARGAINING COUNCIL FOR THE CANVAS GOODS INDUSTRY (GAUTENG):  
UKWELULWA KWESIVUMELWANO ESIYINGQIKITHI SOMKHANDLU SELULELWA  
KULABO ABANGEYONA INGXEENYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nabasebenzi ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa yi**Bargaining Council for the Canvas Goods Industry (Gauteng)**, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopho bonke abaqashi nabasebenzi kuleyo Mboni kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhla siguqulwa nomaSibuyiselwa ngesinye isivumelwano esisha.

**NUMZANA TW NXESI, MP****UNGQONGQOSHE WEZEMISEBENZI NABASEBENZI****USUKU:** 05/03/2020

"X"

**SCHEDULE****BARGAINING COUNCIL FOR THE CANVAS GOODS INDUSTRY  
(GAUTENG)****MAIN COLLECTIVE AGREEMENT FOR THE CANVAS GOODS INDUSTRY**

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

**Canvas Employers' Organisation**

(hereinafter referred to as the "employer" or the "employer's organisation"), of the one part

And

**Southern African Clothing and Textile Workers Union (SACTWU)**

(hereinafter referred to as the "employees" or the "trade union") of the other part, being the parties to the Bargaining Council for the Canvas Goods Industry (Gauteng).

**1. SCOPE OF AGREEMENT**

- 1.1 The terms of this Agreement shall be observed by employers and employees in the Canvas Goods Industry as defined hereunder, in the Province of Gauteng:

"Canvas Goods Industry" or "industry" means without in any way limiting the ordinary interpretation of the term, Industry relating to the making up of goods or articles from any or some of the following materials:

- (i) Canvas made from cotton, flax, jute, hemp or similar decorated vegetable and/or acrylic fibres or mixtures thereof;
- (ii) Rope made from manila, sisal, cotton, coir or similar decorated vegetable and/or acrylic fibres or mixtures thereof;

and include the manufacture of articles from hessian, bunting, culico, webbing and other similar materials whether unproofed, proofed or otherwise treated providing that the production thereof is incidental to the activities described in (i) and (ii) above, and includes the manufacture of articles from a plastic fabric where such articles form part of and are manufactured by employers engaged in the manufacture of the articles described in (i) and (ii): Provided that the said interests shall not include the undertakings, industries, trades or occupations in respect of which the Transnet Bargaining Council is registered.

- 1.2 Notwithstanding the provisions of sub clause 1.1 above, the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in this Agreement and employers of such employees.

## 2. PERIOD OF OPERATION

- 2.1 This Agreement is binding on parties from date of signature of the Agreement.  
2.2 This Agreement shall come into operation on such date fixed by the Minister of Labour in terms of Section 32 of the Labour Relations Act, 1995 to be the effective date from which the Agreement shall be extended to become binding on non-parties and the Agreement shall remain in force until such time as the Agreement is amended, amplified or replaced by a new Collective Agreement.

## 2A DEFINITIONS

All expressions used in this Agreement which are defined in the Labour Relations Act, No. 66 of 1995, shall have the same meaning as in that Act; and unless the contrary intention appears, words implying the masculine gender shall include females, and those signifying the singular shall include the plural and vice versa; furthermore unless inconsistent with the context-

**"Act"** means the Labour Relations Act, No 66 of 1995;

**"blindhanger"** means an employee who supervises the operation of putting up blinds or awnings and who is engaged in cutting to design or pattern, marking out designs for, and/or drawing plans for, and /or estimating costs of, and/or measuring and/or erecting blinds and/or awnings and who may fix the frames of such blinds and/or awnings;

**"Council"** means the Bargaining Council for the Canvas Goods Industry (Gauteng).

**"chopper-out-unqualified"** means an employee who cuts out material according to templet or marks by hand or machine;

**"chopper-out-qualified"** means a chopper – out who has not less than one and a half years' experience;

**"cutter"** means an employee, other than a blindhanger, who marks out material other than by means of templet, according to measurement or specifications supplied to or made by him and who may cut such material and supervise choppers – out and/or labourers;



**"cutter-qualified"** means a cutter who has had not less than two and half years' experience;

**"cutter-learner"** means a cutter who has had less than two and a half years' experience;

**"daily wage"** means the weekly wage divided by the number of hours ordinarily worked per week and multiplied by the number of hours ordinarily worked per day in an establishment;

**"driver (staff)"** means an employee who drives a passenger vehicle for the convenience of staff, management and workmen exclusively, excluding the conveyance of any materials and equipment of any establishment;

**"driver (deliveries)"** means an employee who drives a motor vehicle for the conveyance, delivery and/or distribution of goods and/or manufactured articles and/or raw materials of any establishment, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the motor vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

**"emergency work"** means work which is required to be done without delay owing to circumstances for which the employer could not reasonably have been expected to make provision and which cannot be performed by employees during their ordinary hours of work;

**"employee"** means 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 any other person who in any manner assists in the carrying on or conducting the business of an employer. An employee (including a part-time or casual employee) who is employed for longer than three months shall be deemed to be permanent and will be entitled to the same benefits as are enjoyed by full-time employees;

**"establishment"** means any place in which any operations in connection with the Industry are carried on and includes any premises where a person is employed in any of the classes of work specified in this agreement;

**"experience"** means the total period(s) of employment, which an employee has had in the Industry;

**"foreman"** means an employee with not less than five years' experience in the Industry who is in charge of the employees in an establishment and who exercises control over such employees and is responsible for the efficient performance by them of their duties and who may perform any other duties or operations;

**"general assistant"** means an employee who-

- (i) assists a foreman or blindhanger in any or all his duties;
- (ii) constructs frames for blinds and/or awnings and fits blinds and/or awnings to such frames;
- (ii) carries out roping, hand sewing of grommets, hooks and eyes, water bag mouthpieces, corks, dees and straps;

**"general assistant qualified"** means an employee engaged or occupied with any or all of the occupations of a general assistant and who has had not less than two and half years' experience in any or all such occupations;

**"general assistant unqualified"** means an employee engaged or occupied on any or all the occupations of a general assistant and who has had less than two and a half years' experience in any or all such occupations;

**"general worker" and/or "labourer"** means an employee wholly or mainly in one or more of the following duties or capacities:

- (1) cleaning or washing premises, animals, machinery, implements, tools, utensils, vehicles or other articles including finished articles;
- (2) lime-washing compounds, latrines, stables, outbuildings and similar buildings and structures;
- (3) loading and unloading;
- (4) lifting, carrying, moving on stacking articles, pushing or pulling any vehicle;
- (5) making and maintaining fires and removing refuse;
- (6) loosening, taking out, breaking or spreading stone, clay or sand, digging trenches or foundations, or other excavation work;
- (7) cutting down, destroying or removing trees or vegetation;
- (8) demolishing buildings or other structures;
- (9) feeding into or taking off from machines, excluding printing machines; feeding into or drawing off from tanks or vats under supervision;
- (10) mixing ash and cement or cement and sand, mortar, concrete, stone or bitumen by hand and spreading concrete or bitumen by shovel, rake, fork or barrow;
- (11) opening or closing doors, boxes, packages, bales, sacks or bags; sealing or preparing empty cardboard containers for use in packaging;
- (12) tending livestock or minding vehicles;
- (13) marking, branding, stencilling or affixing ready addressed labels on boxes, bales, sacks or other containers, packages or articles;
- (14) mass, measuring to a set mass meter;
- (15) delivering letters, messages or goods on foot or by means of a bicycle or hand propelled vehicle
- (16) preparing soup or making tea or other beverages;
- (17) oiling and greasing machinery or vehicles (other than motor vehicles), barrows and cycles;
- (18) gardening work (i.e. planting under supervision, digging, raking, mowing, spreading, mixing and watering);
- (19) packing articles of uniform size and number into receptacles specially made to contain such articles;
- (20) rolling up material or manufactured articles;
- (21) trimming
- (22) putting in ropes, knotting cords, knotting strainers;
- (23) painting poles and tent tops, staining wood for tent poles, painting garden furniture;
- (24) knocking in eyelets and/or metal fasteners by hand or machine;
- (25) clamping on metal tips with or without eyelets and/or press studs on web equipment
- (26) putting wire hooks in ventilating pipes and/or water bag handles, inserting washers;
- (27) painting, dipping, oiling or brushing canvas for waterproofing purposes, dressing canvas;
- (28) drilling or punching holes in walls or lintels under supervision;
- (29) cutting rope and webbing to a set measurement, cutting off threads;
- (30) laying out material preparatory to cutting;
- (31) whipping ends of ropes;
- (32) covering metal supports or brackets for awnings;
- (33) closing, bailing, marking, wrapping up packages;
- (34) filling batteries with distilled water;

- (35) sorting rags or waste material;
- (36) turning the handle of a hand operated machine;
- (37) folding, unrolling and laying out;
- (38) mending sacks by hand;
- (39) splicing;
- (40) preparing articles for waterproofing by smearing solution on such articles;
- (41) teasing flock and coir, filling mattresses and cushions;
- (42) winding bobbins;
- (43) in the manufacture of waterproof suits-
  - (a) folding and doubling canvas strips other than by machine;
  - (b) sealing seams by attaching strips of canvas previously cut to widths, cutting such strips to predetermined lengths;
  - (c) marking outline of reinforcing patches and facing in predetermined positions;
  - (d) solutioning and pressing down canvas strips by hand;
- (44) in the manufacture of helmets, attaching rubber to canvas by hand in the making of linings;
- (45) vulcaniser attendant;
- (46) in the manufacture of ice-cream containers, securing insulating material and tucking in seams;

**"handyman"** means an employee who is employed to make minor repairs to machinery or equipment and for the purpose of maintenance to buildings;

**"mechanic"** means an employee who has served his apprenticeship in a trade designated or deemed to be designated under the Apprenticeship Act, 1944, or holds a certificate of proficiency issued to him by the registrar of Apprenticeship in terms of section 6 of the training of Artisans Act, 1951, or a certificate issued to him by the said registrar in terms of either section 2 (7) or section 7 (3) of the said Act or an employee who has been issued with an appropriate certificate after completing a learnership in terms of the current legislation;

**"machinist"** means an employee engaged in operating a hand or power driven sewing machine;

**"machinist (heavy machines)"** means any machinist, regardless of experience, engaged in operating any sewing machine of the "seven hyphen" class or any sewing machine intended for work equivalent to or heavier than normally performed on a sewing machine of the "seven hyphen" class;

**"machinist qualified " (other machines)"** means a machinist engaged in operating any sewing machine other than described in the definition of "machinist (heavy machine)" who has had not less than one years' experience;

**"machinist unqualified (other machines)"** means a machinist engaged in operating any sewing machine other than those described in the definition of "machinist (heavy machines)" who has had less than one years' experience;

**"night watchman"** means an employee who is engaged in guarding property during the night, the major part of whose work falls during the hours of 17h00 and 07h00 or during Sundays or Public holidays;

**"overtime"** means the time that an employee works during a day or a week in excess of ordinary hours of work;

**"Public holiday"** means any day that is a holiday in terms of the Public Holiday's Act, 1994 (Act No. 36 of 1994) or any day declared as such in terms of a Proclamation;

**"registered employers' organisation"** means an employer's organisation registered under Section 96 of the Labour Relations Act, 1995.

**"registered trade unions"** means a trade union registered under Section 96 of the Labour Relations Act, 1995;

**"Secretary of the Council"** means the general secretary of the council or anyone appointed to act in his place;

**"SACTWU"** means the Southern African Clothing and Textile Workers Union;

**"un-laden mass"** means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

**"wage" or "ordinary wage"** means the amount of money payable to an employee in terms of rates payable as stipulated in this agreement in respect of his ordinary weekly hours of work prescribed in clause 4, and if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in this agreement, it means such higher amount;

**"welding machine operator"** means an employee engaged in operating an electronic high frequency welding machine used in joining coated fabrics. In classifying an employee for the purpose of determining his main occupation in terms of this Agreement he shall be deemed to be in that class in which he is wholly or mainly engaged.

### 3. EMPLOYEES

#### 3.1 PRESUMPTIONS

An employee shall be deemed to be working in the employ of an employer, in addition to any period during which he is actually so working, during -

- 3.1.1 any period during which, in accordance with the requirements of his employer, he is present at or in any establishment;
- 3.1.2 any other period during which he is present at or in any such establishment;
- 3.1.3 any period during which he is in charge of any vehicle used in the industry, whether or not it is being driven;
- 3.1.4 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
- 3.1.5 the whole of any interval in his work if the duration of such interval is not shown in the records required to be kept in terms of clause 19 of this Agreement.

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 sub - clauses 3.1.1 to 3.1.5, the presumption established by this clause shall not apply in respect of such employee with reference to that part of such period.

#### 3.2 LETTER OF APPOINTMENT

- 3.2.1 Every employer shall, in respect of every employee, upon commencement of employment prepare written particulars of employment by way of either an employment contract or a letter of appointment as prescribed in Section 29 of the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997).



- 3.2.2 Every employer shall, in respect of every employee who at the time of coming into operation of this Agreement, was not in possession of a letter of appointment, provide such employee with an abridged letter of appointment setting out the existing conditions of employment.

### 3.3 CHANGE IN CONDITIONS OF EMPLOYMENT

No employer shall, by reason of the introduction of this Agreement, cause or permit the remuneration of any employee who is in receipt of wages higher than those prescribed in this Agreement to be reduced, or dismiss any such employee and re-employ him at a reduced remuneration, or require or permit any employee to pay or repay him the whole or any part of any allowance payable in terms of this Agreement, nor shall he do any act or cause or permit any act to be done as a direct or indirect result of which any employee is deprived of the benefit or any part of the benefit of such allowance.

### 3.4 PROHIBITED EMPLOYMENT

- 3.4.1 Notwithstanding anything to the contrary contained in this Agreement, no employer shall employ any person under the age of 21 years, other than a journeyman, an apprentice in terms of the Skills Development Act 97 of 1998 as amended, or a trainee employed in terms of the Skills Development Act 97 of 1998 as amended, on any operation which forms part of any trade designated for the Canvas Goods Industry in terms of the Skills Development Act 97 of 1998 as amended.
- 3.4.2 No employer shall knowingly employ any person who is under 15 years of age.

### 3.5 CASUAL EMPLOYEES

Notwithstanding anything to the contrary contained in this Agreement, none of the provisions of this Agreement, other than the following, shall apply to casual employees as defined:

- 3.5.1 The basis of contract of employment as a casual employee shall be hourly, and the employer shall pay such employee where the period of employment on any day -
- 3.5.1.1 is of two hours duration or less, an amount equal to not less than two and two-third times the hourly wages; or
  - 3.5.1.2 is of longer duration than two hours but not more than nine hours, not less than the hourly wage for each hour or part of an hour worked; or
  - 3.5.1.3 is of longer duration than nine hours, overtime for such excess time on the basis of overtime prescribed in this Agreement.
- 3.5.2 The employer shall pay the remuneration due to a casual employee on termination of his employment.
- 3.5.3 For the purposes of this clause "hourly wage" shall mean the minimum weekly wage prescribed for the type of work on which the casual employee is employed, divided by 45.

### 3.6 FIXED TERM CONTRACT

An employer and an employee may enter into a written fixed term contract; subject to the following conditions:

- 3.6.1 the parties shall clearly specify the duration of the contract;
- 3.6.2 the contract shall specify the conditions under which it will be terminated and shall include provisions allowing for the early termination thereof by Agreement and/or whether it may be terminated owing to a fundamental breach thereof;
- 3.6.3 unless the contract is time-based in accordance with sub-clause 3.6.1 above the contract may be terminated upon the completion of a clearly defined task or project, in which case the onus shall rest upon the employer to prove that the task or project has been completed in every respect;
- 3.6.4 during the entire term of the contract the employee shall be deemed to be an ordinary employee of the employer, and shall enjoy all social security and other benefits available to employees on indefinite period contracts in the employ of the same employer;
- 3.6.5 the fact that an employee has entered into a fixed term contract shall not deprive him/her of any rights entrenched either in law or in accordance with the provisions of this Agreement, including the payment of remuneration which is not less than the minimum prescribed wages for the class of employee concerned; and
- 3.6.6 all fixed terms contracts shall be in compliance with the provisions of Section 198 B of the Act as amended.

### 3.7 TEMPORARY EMPLOYMENT SERVICE

3.7.1 For the purpose of this clause-

- 3.7.1.1 "Temporary employment service" means a person who operates a temporary employment service (formerly known as "Labour Brokers") and who for reward, procures or provides to his client other persons-
  - (i) who render service to, or perform work for the client; and
  - (ii) who are remunerated by the temporary employment service.

3.7.1.2 A "client" means an employer registered as such in the Canvas Goods Industry in terms of clause 4 of this agreement.

3.7.1.3 Temporary employment services shall be registered with the Council and CIPRO in order to operate within the Canvas Goods Industry.

3.7.1.4 Temporary employment services shall comply with the Canvas Goods Industry Main Agreement.

3.7.2 In accordance with section 198 of the Labour Relations Act 66 of 1995 as amended:

- 3.7.2.1 A person whose services have been procured for or provided to a client by a temporary employment service shall be the employee of that temporary employment service and the temporary employment service shall be that person's employer, and

- 3.7.2.2 the temporary employment service and the client shall be jointly and severally liable if the temporary employment service in respect of any of its employees contravenes-
- (i) a Collective Agreement, including any agreement concluded by a Bargaining Council that regulates terms and conditions of employment;
  - (ii) a binding arbitration award that regulates terms and conditions of employment;
  - (iii) the Basic Conditions of Employment Act; or
  - (iv) a determination made in terms of the Basic Conditions of Employment Act.
- 3.7.2.3 An employer shall comply with all the provisions of this Agreement in respect of those persons rendering services at or in respect of his establishment through any arrangement or Agreement with a temporary employment service, as if those persons were employed by the employer.
- 3.7.2.4 A person conducting business as a temporary employment service registered in terms of this clause shall be entitled to supply labour to an employer or establishment falling under or registered in terms of this Agreement.
- 3.7.2.5 This Agreement shall not restrict the Parties rights to pursue the temporary employment services issue at any further NEDLAC processes.
- 3.7.2.6 All temporary employment service providers shall in addition comply with all the provisions of Section 198 A of the Act as amended.

#### **4. HOURS OF WORK**

##### **4.1 ORDINARY HOURS OF WORK**

- 4.1.1 An employer may not require or permit an employee, other than a night watchman to work more than 42 hours per week in respect of establishments which ordinarily work a five day week, and 45 ordinary hours per week in respect of establishments in which employees ordinarily work a six day week, in respect of which minimum wages are prescribed in this agreement, which shall, subject to sub clause 4.1.2, be regarded as the usual working hours.
- 4.1.2 The usual working hours in any week may be distributed throughout the week at the discretion of the employer, who shall cause to exhibit in a conspicuous place within his establishment, a notice showing the time on each day to be worked by such employee during the ensuing week: provided that, subject to the provisions of sub clause 4.1.3, the usual daily working hours shall not exceed-
- 4.1.2.1 five hours on one day in any week and eight hours on the remaining days of such week, in the case of establishments in which employees ordinarily work on six days a week;
  - 4.1.2.2 nine hours on any day, in the case of establishments in which employees do not ordinarily work on more than five days a week.

- 4.1.3 a night watchman may not be required or permitted to work for more than 50 ordinary hours per week.
- 4.1.4 the hours of work of a driver includes all periods of driving and all times spent on other work connected with the vehicle or the load and all those times that he shall remain with the vehicle and ready to work, but excludes meal times.
- 4.1.5 the starting and finishing times and variation of such times in each section or department will be subject to the fluctuations of operational requirements in the workplace.

## 4.2 OVERTIME HOURS

- 4.2.1 An employer may not require or permit an employee to work-
  - 4.2.1.1 overtime except in accordance with an agreement;
  - 4.2.1.2 more than ten (10) hours overtime a week;
- 4.2.2 Any agreement in terms of sub-clause 4.2.1.1 may not subject to Clause 4.2.7, require or permit an employee to work more than twelve (12) hours on any day;
- 4.2.3 The employer must pay the employee at least one and a half times the employee's ordinary wage for overtime worked;
- 4.2.4 Despite sub-section 4.2.3, an agreement may provide for an employer to-
  - 4.2.4.1 pay an employee not less than the employee's ordinary wage in respect of overtime worked and grant the employee at least thirty (30) minutes time off on full pay for every hour of overtime worked; or
  - 4.2.4.2 grant an employee at least ninety (90) minutes paid time off for each hour of overtime worked.
- 4.2.5 An employer must grant paid time off in terms of sub-clause 4.2.4 within twelve (12) months of the employee becoming entitled to it.
- 4.2.6 Any agreement concluded in terms of sub-clause 4.2.1.1 with an employee when the employee commences employment, or during the first three (3) months of employment, lapses after one (1) year.
- 4.2.7 Despite the provisions of sub-clause 4.2.1.2, an employer may, if the peak period demands of his business so require, increase the maximum permitted overtime to fifteen (15) hours per week, which maximum overtime hours shall not apply for more than two (2) months in any period of twelve (12) months.

## 4.3 MEAL AND OTHER REST INTERVALS

### 4.3.1 Meal intervals

- 4.3.1.1 An employer may not require or permit an employee to work more than 5 hours continuously without a meal interval of at least half an hour, provided that-
  - 4.3.1.1.1 periods of work interrupted by intervals of less than one half hour shall be deemed to be continuous;
  - 4.3.1.1.2 if such interval be longer than half an hour, any period in excess of three quarters of an hour shall be deemed to be time worked;
  - 4.3.1.1.3 a driver of a motor vehicle, who during such an interval does no work other than being or remaining in charge of the vehicle and its



load, if any, shall be deemed for the purposes of this sub clause not to have worked during such interval.

- 4.3.2 An employer shall grant to each of his employees a rest interval of not less than 10 minutes, at as nearly as practicable-

4.3.2.1 in the middle of each first work period in a day;

4.3.2.2 in the middle of each second work period in a day; during which the employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

- 4.3.3 Save as provided in clause 4.3.1 and 4.3.2 all hours of work shall be deemed to be continuous.

#### 4.4 SHIFT-WORK (PERMANENT OR TEMPORARY)

- 4.4.1 Shift structures shall be determined at plant level between the employer and employees in the section or department concerned. A copy of the agreement signed by the employer and employees, alternatively the representatives of the majority union shall be forwarded in writing to the Secretary of the Council.

- 4.4.2 Unless otherwise agreed at plant level between an employer and his employees, the following conditions apply to the working of shifts:

4.4.2.1 An employee working shifts may not be required or permitted to work the same shift for more than one week continuously;

4.4.2.2 An employee working night work may not be required or permitted to remain on night work for more than two consecutive weeks.

#### 4.5 SHORT-TIME

- 4.5.1 Short-time means a temporary reduction in the number of ordinary hours of work as a result of a shortage of work and/or raw materials or a general breakdown of plant or machinery or breakdown or threatened breakdown of buildings, or any other unforeseen market-related circumstances.

- 4.5.2 Employees who are not required to work due to short-time shall be informed individually or by notice posted in the department or departments where they work that short-time will apply and that their services will not be required.

- 4.5.3 An employer does not have to pay employees, except a night watchman and a driver, for the period that they are on short-time: where

4.5.3.1 short-time is due to a shortage of work and/or raw materials, and notice in terms of sub clause 4.5.2 was given to them at least the day before;

4.5.3.2 short-time is due to a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency, and notice in terms of sub clause 4.5.2 was given to them the day before. However, where notice was not given at least the day before he only has to pay them for the first hour;



4.5.3.3 short-time is due to foreseen market-related situations, and notice in terms of sub clause 4.5.2 was given to them at least 24 hours before;

4.5.4 Where notice was not given to employees in terms of the above provisions, prior to that short-time commencing, and employees are present for work at the ordinary starting time, they are entitled to be employed for at least a half-day or receive half a day's pay. Where notice of short-time was not given to employees during the morning and they are present for work in the afternoon, they are entitled to be employed for at least two hours or be paid for two hours.

4.5.5 The provisions of this clause shall not apply to a night watchman;

## 5. LEAVE AND PUBLIC HOLIDAYS

### 5.1 ANNUAL LEAVE

5.1.1 Every employer shall grant to each of his employees' annual leave on full pay of 15 working days in the case of an establishment working a five-day week and 18 working days in the case of an establishment working a six-day week. All employers shall, no later than two (2) weeks prior to their annual closure/holidays, communicate the official date thereof to all employees. Such leave shall commence on a date arranged between the employer and the employee, but shall not be taken later than 14 months from the date the employee last qualified for leave in terms of paragraph 5.1.2 hereof or from the date the employee entered the service of the employer, whichever date shall be the later. Employers shall provide their employees with their wage/salary confirmation which will include their bonus payment at least twenty-four (24) hours prior to the official annual closure/holiday.

5.1.2 Qualification for such leave shall be 52 weeks continuous employment with the same employer, reckoned from the date on which his last annual leave fell due to or from the date he entered the service of the employer, whichever date shall be the later.

5.1.3 Any period during which an employee –

5.1.3.1 is on leave in terms of this sub clause; or

5.1.3.2 is absent from work on the instructions or at the request of the employer, or is absent from work owing to illness not exceeding 30 working days during any 12 months of employment; or

5.1.3.3 is under notice or is being paid as a result of a fire in terms of clause 9 shall be deemed to be employment for the purposes of clause 5.1.2 and 5.1.4 of this sub clause.

5.1.4 Upon termination of employment, the employer shall pay to the employee leave pay –

5.1.4.1 in full in respect of any period of leave which has accrued to him in terms of sub clause 5.1.1 of this clause but was not granted before the date of termination of the employment; and

5.1.4.2 at the rate of 3/52nds of the weekly wage in respect of each completed week worked, and at the rate of 5 ¾ per cent of the weekly wage received in respect of each incomplete week worked

with the employer after the date on which he last became entitled to leave in terms of clause 5.1.1, or, in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment.

- 5.1.5 No employee shall, for remuneration, engage in his normal occupation during his annual leave, and no employer shall permit any employee covered by this Agreement to engage in his normal occupation during his annual leave.
- 5.1.6 Leave pay in terms of sub clause 5.1.1 and 5.1.4.1 shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be, and shall be paid not later than the last working day of his employment, or before the commencement of the said period of leave, as the case may be.
- 5.1.7 A night watchman shall be granted annual leave of 22 consecutive calendar days for each completed period of 12 months of consecutive employment.
- 5.1.8 A night watchman's annual leave shall be granted at the reasonable convenience of the employer, but within three months of completion of the year of employment to which it relates.
- 5.1.9 A night watchman shall be paid, not later than his last working day, a leave allowance of his hourly rate multiplied by 192 hours.
- 5.1.10 A night watchman who has not worked for 12 consecutive months with an employer when the annual leave starts or when the employee's services are terminated, shall be paid a proportionate share of the holiday pay for every month worked to the amount of one-fourth of his weekly wage for every month worked.
- 5.1.11 **Calculation of leave pay**
  - 5.1.11.1 The wage that an employee was receiving before the leave started or before the employee's service was terminated shall be used for calculation of leave pay. The leave pay for employees on shift work shall be calculated on the basis of a 42-hour week.
  - 5.1.11.2 Employment for 15 consecutive working calendar days will be considered a month for the purpose of calculating leave pay.
  - 5.1.12 Continuous employment includes any period during which an employee-
    - 5.1.12.1 is on annual leave;
    - 5.1.12.2 is absent from work on the instructions or at the request of his employer;
    - 5.1.12.3 is absent from work due to illness; or
    - 5.1.12.4 is absent from work due to maternity leave or maternity.
  - 5.1.13 Where an employee is absent due to illness for more than three consecutive days and cannot give the employer a medical certificate, or where the employee is absent for longer than 30 days due to illness, sub clause 5.1.12.3 will not apply.
  - 5.1.14 A female employee who is on maternity leave or goes on maternity leave during the annual leave period, is entitled to leave pay calculated up until the date when she went on maternity leave. When such an employee returns

from maternity leave, she will be entitled to the difference in the leave pay which accrued during her absence on maternity leave.

## **5.2 PUBLIC HOLIDAYS AND WORK ON SUNDAYS**

- 5.2.1 Public holidays shall be granted in terms of the Public Holidays' Act, No. 36 of 1994.
- 5.2.2 When a public holiday falls on a Sunday, the following Monday will be a holiday.
- 5.2.3 Where an employee works on a public holiday, he shall be paid for his time worked as well as the pay he would have received if he had not worked.
- 5.2.4 Where an employee's service is terminated in the week in which Good Friday falls, he shall be entitled to payment for Good Friday and Family Day, unless his service was terminated for disciplinary reasons.
- 5.2.5 Where a public holiday falls on a Saturday and it is a normal working day, employees shall be paid in terms of Section 5 (1) (b) of the Public Holidays' Act, 1994.
- 5.2.6 Public holidays shall be paid holidays, whether or not such holiday falls on a working day. Pay for Public holidays shall be the amount paid for the longest day ordinarily worked by the establishment -
  - 5.2.6.1 Provided that an employee who is required by his employer to work on the working days immediately preceding and immediately following any of the said public holidays and who absents himself from work on either such working days shall not be paid for such holiday unless absent with the permission of his employer or unless a medical certificate in respect of the period of absence is submitted to the employer.
  - 5.2.6.2 Should any of the holidays mentioned in the preceding paragraph fall within the period of annual leave, the employer shall have the option whether or not to extend such leave on full pay by one or more of such holidays; Provided that, if the employer does not extend the leave, the employee's holiday pay shall be calculated as if such leave had been extended and the employee shall, in addition, be paid in the usual way for all time worked before and after going on leave.

## **5.3 MATERNITY LEAVE**

- 5.3.1 An employee is entitled to at least four consecutive months' maternity leave.
- 5.3.2 An employee may commence maternity leave:
  - 5.3.2.1 at any time from four weeks before the expected date of birth, unless otherwise agreed; or
  - 5.3.2.2 on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
- 5.3.3 No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- 5.3.4 Employers shall pay to an employee, on the last working day prior to their commencement of maternity leave, the additional sum equivalent to two (2) week's basic salary.



#### 5.4 SHOP STEWARDS LEAVE

- 5.4.1 In an establishment employing between ten (10) and fifty (50) employees, one shop steward shall be elected and shall be entitled to a maximum of ten (10) days leave per annum per establishment for training purposes. In those establishments employing up to or more than fifty (50) employees one (1) additional shop steward shall be elected and they shall be entitled to pooled shop stewards leave of ten (10) days for each shop steward.
- 5.4.2 Shop stewards at the same workplace may pool their leave entitlement in terms of this clause for use by one or more shop stewards in the same workplace.
- 5.4.3 Where a shop steward vacates his office for any reason, the shop steward elected in his place will only be entitled to the balance of leave.
- 5.4.4 Shop stewards requiring reasonable access to either telephone, telefax and/or e-mail facilities, in order to properly perform their duties, shall submit a request to the employer who undertakes not to unreasonably withhold such access.

#### 5.5 FAMILY RESPONSIBILITY LEAVE

- 5.5.1 This clause applies to an employee:
  - 5.5.1.1 who has been in employment with an employer for longer than four months; and
  - 5.5.1.2 who works for at least four days a week for that employer.
- 5.5.2 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:
  - 5.5.2.1 when the employee's child is born;
  - 5.5.2.2 when the employee's child is sick; or
  - 5.5.2.3 in the event of the death of:
    - 5.5.2.3.1 the employee's spouse or life partner; or
    - 5.5.2.3.2 the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 5.5.3 Subject to sub-clause 5.5.5, an employer must pay an employee for a day's family responsibility leave:
  - 5.5.3.1 the wage the employee would ordinarily have received for work on that day; and
  - 5.5.3.2 on the employee's usual pay day.
- 5.5.4 An employee may take family responsibility leave in respect of the whole or a part of the day.
- 5.5.5 Before paying an employee for leave in terms of this section, an employer may require reasonable proof of an event contemplated in sub-clauses 5.5.2.1 to 5.5.2.3.2 for which the leave was required.
- 5.5.6 An employee's unused entitlement to leave in terms of this section lapses at the end of the annual leave cycle in which it accrues.
- 5.5.7 However, these provisions do not prevent an employee requesting an additional two days' family responsibility leave, which leave shall be unpaid leave. Such application shall be motivated by the employee concerned, and submitted with reasonable proof of an event contemplated in terms of clause 5.5.2 above. While the granting of additional family responsibility leave is at the discretion of the employer, motivated applications shall not be unreasonably refused.

## 5.6 SICK LEAVE

- 5.6.1 In this chapter "sick leave cycle" means the period of 36 months' employment with the same employer immediately following:
- 5.6.1.1 an employee's commencement of employment; or
  - 5.6.1.2 the completion of that employee's prior sick leave cycle.
- 5.6.2 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.
- 5.6.3 Despite sub-clause 5.6.2, during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked.
- 5.6.4 During an employee's first sick leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of sub-clause 5.6.2 by the number of days' sick leave taken in terms of sub-clause 5.6.3.
- 5.6.5 Subject to sub-clause 5.7, an employer must pay an employee for a day's sick leave:
- 5.6.5.1 the pay the employee would ordinarily have received for work on that day; and
  - 5.6.5.2 on the employee's usual pay day.
- 5.6.6 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:
- 5.6.6.1 the number of days of paid leave is increased at least commensurately with any reduction in the daily amount of sick pay; and
  - 5.6.6.2 the employee's entitlement to pay:
    - 5.6.6.2.1 for any day's sick leave is at least 75% of the wage payable to the employee for the ordinary hours the employee would have worked on that day; and
    - 5.6.6.2.2 for sick leave over the sick leave cycle is at least equivalent to the employee's entitlement in terms of sub-clause 5.6.2.

## 5.7 PROOF OF INCAPACITY

- 5.7.1 An employer is not required to pay an employee in terms of clause 5.6 if the employee has been absent from work for more than two consecutive days or on more than two occasions during an eight week period and, on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.
- 5.7.2 The medical certificate must be issued and signed by a registered medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.
- 5.7.3 If it is not reasonably practicable for an employee who lives on the employer's premises to obtain a medical certificate, the employer may not withhold payment in terms of sub-clause 5.7.1 unless the employer provides reasonable assistance to the employee to obtain the certificate.



**5.8 EMPLOYEE'S STUDY LEAVE**

Three (3) days study leave per annum shall be granted by Employers to those employees who submit proof of the registrations with a recognised institution for their future education.

**6. REMUNERATION****6.1 Wages and wage rates**

6.1.1 Subject to the provisions of sub clauses 6.1.2 and 6.1.3 of this clause and clause 6.3 of this Agreement, no employer shall pay and no employee shall accept for his particular class of work less than the wage rates as stipulated hereunder:

**TABLE OF WEEKLY WAGE RATES**

<b><u>CATEGORY</u></b>	<b><u>1 July 2019 for parties and for non-parties from the coming into operation of the Agreement</u></b>
(a) Blindhanger..... ....	2027.40
(b) i) Chopper - out (unqualified)  First six months ..... Second six months ..... Third six months ..... ii) Chopper - our (qualified) .....	1435.68 1511.76 1570.41 1652.59
(c) i) Cutter- learner First six months ..... Second six months ..... Third six months ..... Fourth six months ..... Fifth six months ..... ..... ii) Cutter (qualified) .....	1540.84 1652.82 1708.67 1788.67 1891.64 1929.05
(d) i) Driver (deliveries) of motor vehicle with unladen mass of: Up to 450 kg ..... ..... Over 450 kg to 2750kg ..... Over 2750kg to 4550 kg..... Over 4550 kg ..... ii) Driver (staff) .....	1443.78 1458.29 1657.46 1723.09 1443,75
(e) Foreman	2523.29

(f) i) General Assistant (unqualified) First six months	1443.78
Second six months	1511.76
Third six months	1574.95
Fourth six months	1657.46
Fifth six months	1735.98
ii) General Assistant (qualified)	1938.35
(g) Handyman	1692.43
(h) Mechanic	2045.92
(i) Machinist (heavy machines)	1929.05
j) Machinist (unqualified) - other machines	1447.79
i) First six months	1540.86
Second six months	1652.72
ii) Machinist (qualified) - other machines	
(k) Night-watchman	1531.16
(l) Not elsewhere specified	1447.10
(m) Welding Machine Operator (high frequency machine)	1482.59
(n) Labourer	1512.00

**N.B.**

The increase for the period from 1 July 2019 for parties and for non- parties with effect from the coming into effect of this Agreement, of 7%, shall for the applicable period be added to the existing salary in each category even if the employee is presently earning more than the prescribed rate.

6.1.2 An employee who at the date of publication of this Agreement is employed at rates of remuneration more favourable to him than those prescribed in this Agreement, for an employee of his class shall continue to receive such remuneration whilst he is in the service of the same employer, and shall receive the applicable tariff increase.

6.1.3 No portion of the operation of putting up blinds or awnings shall be carried out except under the supervision of a foreman or blindhanger.

- 6.1.4 **Basis of contract** – For the purposes of this clause, the basis of contract of employment of an employee shall be weekly and, save as provided in sub clause 6.1.6, an employee shall be paid in respect of a week not less than the full weekly wage prescribed in the table of wages, for an employee of his class, whether he has in that week worked the maximum number of ordinary hours applicable to him in terms of clause 4 or less.
- 6.1.5 Wages shall be paid in cash weekly during ordinary business hours and not later than Friday, unless an employer and his employees agree at plant level to a different method of payment. Each employee's wages shall be placed in a sealed envelope with the following details appearing on the outside in indelible writing:
- \* Employee's Full Name
  - \* Hourly rate
  - \* Pay for work on Sundays
  - \* Hours worked:
    - (i) Ordinary hours
    - (ii) Overtime
  - \* Amount due
  - \* Deductions
  - \* P.A.Y.E
  - \* Unemployment Insurance Fund
  - \* Sick Benefit Fund
  - \* Provident Fund
  - \* Insurance or Pension Fund
  - \* Trade union subscriptions
  - \* Council levies
  - \* Net earnings
  - \* Employer
  - \* Date
- 6.1.6 **Deductions**  
Deductions may not be made from an employee's pay other than the following:
- 6.1.6.1 where the employee was absent from work other than on the instructions or at the request of his employer, a deduction proportionate to his period of absence;
  - 6.1.6.2 for provident fund, sick fund contributions, pension funds or saving funds (approved by the Council);
  - 6.1.6.3 contributions and levies to the Council or Council Funds;
  - 6.1.6.4 for payment of money on behalf of an employee that an employer is forced to make through a court order or legal process;
  - 6.1.6.5 with written consent from the employee, deductions for any trade union funds (only trade unions who are parties to the Council).
- 6.1.7 No premium for the training of an employee shall be charged or accepted by an employer, except in terms of a training scheme to which an employer is legally required to contribute.

**6.1.8 Learners**

An employee who is promoted to, or re-engaged on an operation with a higher prescribed rate of pay and for which a learnership scale is prescribed, shall become a learner on that operation and shall be paid that notch of the learnership scale which is immediately higher than the rate on his previous operation.

**6.1.9 Remuneration due to a deceased employee**

Where a dependant of a deceased employee can provide proof to an employer of the death of the employee, the employer may pay any wages still owing to such deceased, to the dependant. The estate of the deceased employee will not have any claim on the employer.

**6.1.10 Acting allowance**

An employee who has to perform, for a temporary period, an operation for which a higher wage is prescribed shall be paid the higher rate for the time worked on that operation. An employee who temporarily has to perform an operation for which a lower rate is prescribed shall be paid the wage he received before working on that operation.

**6.1.11 Incentive schemes**

Incentive schemes shall be negotiated at plant level. A copy of the agreement, signed by the employer and representatives of the majority trade union, shall be forwarded in writing to the Secretary of the Council.

**6.2 OVERTIME RATES**

**6.2.1** An employee, excluding a night watchman, shall be paid for overtime on the following basis:

**6.2.1.1** where he works before or after his usual starting time on Monday to Friday and/or Saturday morning, one and a half times his hourly rate;

**6.2.1.2** where the normal working week is completed between Monday and Friday and an employee is required to work on a Saturday morning, provided such employee has completed 42 hours of work between Monday and Friday, one and a half times his hourly rate;

**6.2.1.3** where an employee works overtime on a Sunday, he shall be paid at double his hourly rate, alternatively he shall be paid his ordinary hourly rate plus be given a days' paid leave within seven days of such Sunday.

**6.2.2** A night watchman shall be paid overtime on the following basis:

**6.2.2.1** where he works after his normal finishing time, his hourly rate plus time and a half;

**6.2.2.2** where he works on his night off, double his hourly rate.



- 6.2.3 Where an employee is remunerated on a basis other than the time worked by him, his ordinary hourly rate of remuneration for the purpose of calculating his overtime shall be calculated by dividing his total remuneration for the prior three months or the total period of employment, whichever is the shorter, by the number of hours actually worked by him over the same period.

### 6.3 DIFFERENTIAL WAGE

- 6.3.1 An employer who requires or permits a member of one class of his employees, other than a labourer to perform for longer than one hour in the aggregate on any day and an employer who requires or permits his labourer to perform for any period on any day, either in addition to his work or in substitution thereof, work of another class for which either-

- 6.3.1.1 a wage higher than that of his own class; or
  - 6.3.1.2 a rising scale of wages terminating in a wage higher than that of his own class:
- than prescribed in clause 6.1.1, shall pay to such employee a wage for all the ordinary hours of work of the factory on that day-

- 6.3.2 in the case referred to in clause 6.3.1.1 above, at a rate for each hour equal to the higher weekly wage divided by the number of ordinary hours worked by such employee in a week;

- 6.3.3 in the case referred to in clause 6.3.1.2 above, at the rate for each hour equal to the weekly wage prescribed in clause 6.1.1 for an employee of his class plus 30 per cent divided by the number of ordinary hours worked by such employee in a week: Provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wages prescribed for him in clause 6.1.1: Provided further that where the sole difference between classes is, in terms of clause 6.1. 1, based on experience, the provisions of this clause shall not apply.

### 6.4 ANNUAL BONUS

- 6.4.1 Employees in the Industry shall be paid, on the last working day of each year, an annual bonus.

- 6.4.2 In order to qualify for the annual bonus, an employee must be in employment with his employer on the last working day of each year.

- 6.4.3 The annual bonus shall be paid as follows on the last working day of the year:

6.4.3.1	0 – 6 months	-	No bonus
6.4.3.2	7 – 12 completed months	-	2 weeks pro rata
6.4.3.3	13 – 24 completed months	-	2 weeks
6.4.3.4	25 months and over	-	4 weeks



## **6.5 PIECE WORK**

- 6.5.1 An employer may require or allow his employees to work piece work or another system by which earnings are based on quantity or output of work done: Provided that he obtains the written consent of the Council.
- 6.5.2 If there is introduced into an incentive scheme a condition which has the effect of providing that output below the target fixed for incentive purposes shall be carried forward and deducted from future production before determining the bonus payable, there shall be added a proviso which precludes the deduction of such shortfall from any production achieved later than the close of the last pay week, i.e. the day up to which the wages are calculated, in the calendar month in which the shortfall occurred.
- 6.5.3 In granting the consent mentioned in sub clause 6.6.1 of this clause, the Council may impose any other conditions it deems fit.
- 6.5.4 Any dispute arising out of an incentive scheme may be referred to the Council which shall appoint a sub committee consisting of two members and the secretary of the Council to investigate and arbitrate in such dispute. The decision of such sub- committee shall be binding on the employer and the employees concerned in such dispute.
- 6.5.5 An employee employed on piece work for any period shall be paid the full amount earned under the piece work rates, subject to sub clauses 6.5.2, 6.5.3 and 6.5.4 of this clause: Provided that, irrespective of the amount of piece work performed, such employee shall in respect of such period be paid not less than the remuneration which would have been payable to him had he been employed as a full time worker during such period.

## **6.6 OUTWORK**

- 6.6.1 No employer shall require or allow any of his employees to undertake any work in the Industry, including repairing and assembling, elsewhere than in his establishment, except when such work is in execution or completion of an order placed with such an employer and, in the nature of the job, cannot be performed in the establishment.
- 6.6.2 No employee shall solicit or take orders for or undertake any work in the Industry on his own account for sale and/or gain and/or on behalf of any other persons or firms whilst in the service of an employer engaged in the Industry.

## **6.7 SHIFT ALLOWANCE**

Employees shall work between the hours of 18h00 to 06h00 shall be paid a shift allowance equivalent to ten (10) percent (10%) of their hourly rate of pay in respect of each hour or part thereof worked during such shift, in addition to their usual hourly rate.

## **6.8 TRAVELLING REMUNERATION**

- 6.8.1 Notwithstanding the provisions of clause 4 of the Agreement –

- 6.8.1.1 where work is done away from the employer's establishment or the employee's usual working place and travelling is necessitated thereby, the

- employee sent to do such work shall be provided with accommodation, or suitable transport to and from the job;
- 6.8.1.2 when an employee is required to travel in terms of sub clause 6.8.1.1 hereof, he shall be paid at-
- 6.8.1.2.1 ordinary rates of wages for hours of travelling coinciding with his ordinary hours of work and at half rates for hours of travelling falling outside his ordinary hours of work. The wage in any circumstances is not to exceed 12 hours' wages per day or part thereof. Provided that if an employee has been working on the day, other than Sunday or a public holiday, on which the journey commences, he shall be entitled to receive up to a maximum of 12 hours' full wages only, which shall include the remuneration earned by him in respect of such day.
- 6.8.1.2.2 double the ordinary rates of wages for hours travelled or worked on a Sunday, subject to a minimum of a double day's wages irrespective of the number of hours travelled if they are less than the hours normally worked on a weekday, and a maximum of 20 hour's wages in respect of hours worked or travelled, if both are in excess of normal daily hours:
- 6.8.1.2.3 in addition to the wages for public holidays prescribed in clause 5.2 of the Agreement, ordinary rates of wages for hours worked or travelled on public holidays subject to a maximum of 20 hours' wages per day.
- 6.8.1.3 An employee shall be paid for meals and accommodation whilst travelling. Where an employee is, by reason of his employment, away from his usual working place, or required by his employer to live away from his usual domicile, his employer shall-
- 6.8.1.3.1 either compensate him for all expenses reasonably incurred in respect of board and lodging; or
- 6.8.1.3.2 provide him with suitable board and lodging free of charge.
- 6.8.1.4 For the purposes of this clause, a day shall mean a period of 24 hours beginning and ending at 24h00.

## 6.9. RECORDS TO BE KEPT BY EMPLOYERS

### 6.9.1 *Hours and wages record:*

- 6.9.1.1 Every employer shall, in respect of and at each place where he conducts business, keep available for inspection at all times records containing at least the following information:
- (i) The employee's name and occupation, identity number/passport or permit number;
  - (ii) The time worked by each employee;
  - (iii) The remuneration paid to each employee;
  - (iv) The date of birth of any employee under 18 years of age; and
  - (v) Any other prescribed information.
- 6.9.1.2 Every employer shall keep the record referred to in paragraph 6.9.1.1 of this sub-clause for a period of three years from the date of the last entry in the record.

- 6.9.2 **Attendance record:** Every employer shall have available an attendance register in the form of BCEA 3 to the regulations promulgated in terms of the Basic Conditions of Employment Act, 1997, in which any employee who wishes to do so may, and every employee whose employer requires him to do so, shall record his correct times of arrival at and departure from work.

## 7. ORGANISATIONAL RIGHTS

- 7.1 Officials of the party trade union shall be given every reasonable facility by employers to organise employees.
- 7.2 **Deduction of trade union subscriptions:**
- 7.2.1 Every employer shall deduct weekly from the earnings of each of his employees, current subscription fees due to the party trade unions by their employees in accordance with the rates of fees payable as notified to the employer by the Secretary of the party trade unions from time to time.
- 7.2.2 Such deduction shall also be made when an employee is being paid in terms of clauses 5, 8 and clause 9 of this Agreement and shall be made in full even in the event of any employee being paid less than a full week's wages.

## 7.3 SHOP STEWARDS

- 7.3.1 Members of trade union parties to the Council shall be entitled to elect one or more shop stewards in a workplace in terms of section 14 (2) of the Labour Relations Act, No. 66 of 1995.
- 7.3.2 An employer shall give full recognition to such shop stewards and provide them with reasonable meeting facilities.
- 7.3.3 An employer shall consult with these shop stewards on matters relating to disagreement and to the working conditions of the employees generally.

## 7.4 TRADE UNION REPRESENTATIVES ON THE COUNCIL

Employers shall give any of their employees who are representatives on any Committee of the Council every facility to attend to their duties in this regard.

## 7.5 ORGANISATIONAL RIGHTS

**Access to communication facilities:** Shop stewards requiring reasonable access to either telephone, telefax and/or e-mail facilities in order to properly perform their duties, shall submit a request to the employer, who undertakes not to unreasonably withhold such access.

## 8. TERMINATION OF EMPLOYMENT

### 8.1 NOTICE

- 8.1.1 Subject to the provisions of the Labour Relations Act No. 66 of 1995, regarding termination of employment, an employer or employee shall give at least one weeks' notice in writing of their intention to terminate their contract



of employment, as per annexure "A" hereto. Such notice shall consist of five working days and shall take effect from the date on which it is given. They may agree to a longer notice provided that the period of notice applies equally to both employer and employee.

8.1.2 Shorter notice is possible in the following circumstances:

8.1.2.1 An employee may give notice of one day where he has been working short-time for more than two consecutive days in a week.

8.1.2.2 An employer or employee may give notice of one day during the first two weeks of employment of an employee who has had previous experience in the industry.

8.1.3 An employer who does not need the employee to work during the notice period may pay him instead of notice.

8.1.4 The notice period may not fall within the annual leave period.

8.1.5 An employee who is dismissed without notice shall be paid a full week's pay instead of notice, unless the employee was dismissed for a cause recognised by law as sufficient.

8.1.6 By notifying the employee and the Council in writing, an employer shall be entitled to summarily terminate the contract of employment without notice where an employee has been absent from work due to illness for periods in excess of-

8.1.6.1 45 consecutive days in the case of employees with up to three years' service;

8.1.6.2 60 consecutive days in the case of employees with between three- and five-years' experience;

8.1.6.3 90 consecutive days in the case of employees with more than five years' experience:

Provided that an employee will only qualify for these lengthy periods of absence where a valid medical certificate was produced to the employer within the first five working days of illness. An employer will furthermore be entitled to temporarily replace the services of an employee who is absent due to illness and to terminate the services of such temporary employee by giving notice in terms of sub clause 8.1.1 above.

## 8.2 SEVERANCE PAY

8.2.1 Where an employee's services are terminated for operational reasons, closures or liquidations, the employer shall pay him severance pay of one week's pay for each completed year of service with the same employer.

8.2.2 An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer should not be entitled to severance pay in terms of clause 8.2.1.

8.2.3 The payment of severance pay in compliance with this clause shall not affect an employee's right to any other amount payable in terms of this Agreement.

8.2.4 Severance pay will be dealt with in accordance with the provisions of the Labour Relations Act (incorporating the 2002 amendments) with regard to insolvencies and liquidations.

## 8.3 RETIREMENT

Severance pay as set out above shall be payable on retirement only if an employee has completed 5 years continuous service on reaching the stipulated retirement age of

60 years and has contributed less than 5 years of contributions to a provident fund which has been recognised and approved by the Council. In such cases, severance pay will be paid on a sliding scale as follows:

**8.3.1 5 years without participating in Provident Fund:**

One week's pay multiplied by a factor of 10.

**8.3.2 4 years without participating in Provident Fund:**

One week's pay multiplied by a factor of 8.

**8.3.3 3 years without participating in Provident Fund:**

One week's pay multiplied by a factor of 6.

**8.3.4 2 years without participating in Provident Fund:**

One week's pay multiplied by a factor of 4.

**8.3.5 1 year without participating in Provident Fund:**

One week's pay multiplied by a factor of 2.

**8.4 SERVICE CERTIFICATES**

An employer shall issue an employee leaving his service with a service certificate in the form of Annexure "B".

**9. INSURANCE OF WAGES IN CASE OF FIRE**

- 9.1 An employer shall be insured with a registered insurance company against the loss of wages due to fire.
- 9.2 The policy shall be for an amount of one week's wages for all his employees.
- 9.3 On a request from the Council, the employer shall produce a certificate within 14 days from the insurance company certifying that he is covered in terms of the requirements of this sub clause.
- 9.4 Should the employer be unable to insure the employees' wages in terms of this clause, he shall, within two months of this agreement coming into operation or within two months of commencing business in the Industry, lodge with the Council an amount equal to one week's wages of his employees.
- 9.5 Money lodged with the Council in terms hereof shall be invested in a special trust investment account and remain the property of the employer until paid to employees. Any interest accruing to the money so invested shall accrue to the general funds of the Council.

**10. APPLICATIONS FOR EXEMPTIONS**

**A. EXEMPTION**

- 10.1 Any person bound by this Agreement may apply for exemption.
- 10.2 The authority of the Council is to consider applications for exemptions and grant exemptions.
- 10.3 The Council hereby establishes an exemptions body constituted of one or more panellists appointed by the Council to consider all applications for exemptions of the Council's main agreement.
- 10.4 The exemption body shall decide on an application for exemption within 30 days of receipt.



- 10.5 Applications for Exemptions shall be in writing on the appropriate application form obtained from the council.
- 10.6 In scrutinising an application for exemption, the Exemption Body will consider the views expressed by the workforce, together with any other representations received in relation to that application.
- 10.7 In considering the application, the Exemptions Body shall take into consideration all relevant factors, which may include, but shall not be limited to, the following criteria:
  - 10.7.1 The period for which the exemption is sought;
  - 10.7.2 The number of employees affected and how many of such employees are members of a registered trade union;
  - 10.7.3 Be accompanied by relevant supporting data and financial information;
  - 10.7.4 The employer must consult with the workforce, through a trade union representative or, where no trade union is involved, with the workforce itself, and must include the views expressed by the workforce in the application;
  - 10.7.5 Where the views of the workforce differ from that of the employer, the reasons for the views expressed must be submitted with the application;
  - 10.7.6 An application for exemption shall not be considered unless the employees or their representatives have been properly consulted and their views fully recorded in an accompanying document. Where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application;
  - 10.7.7 If the nature of the relief sought dictates, the application shall be accompanied by a plan reflecting the objectives and strategies to be adopted to rectify the situation giving rise to the application and indicating a time frame for the plan;
  - 10.7.8 The applicant's past record (if applicable) of compliance with the provisions of this agreement, its amendments and Exemptions Certificate;
  - 10.7.9 any precedent that might be set;
  - 10.7.10 it is fair to both the employer, its employees and other employees in the sector;
  - 10.7.11 it does not undermine this Agreement;
  - 10.7.12 it will make a material difference to the viability of a business;
  - 10.7.13 it will assist with unexpected economic hardship occurring during the currency of the Agreement and will save unnecessary job losses;
  - 10.7.14 the interest of the industry as regards:
    - 10.7.14.1 unfair competition;
    - 10.7.14.2 collective bargaining;
    - 10.7.14.3 potential for labour unrest;
    - 10.7.14.4 increased employment;
  - 10.7.15 the interest of employees' as regards:
    - 10.7.15.1 exploitation;
    - 10.7.15.2 job preservation;
    - 10.7.15.3 sound conditions of employment;
    - 10.7.15.4 possible financial benefits;

- 10.7.15.5 health and safety;
- 10.7.15.6 infringement of basic rights.
- 10.7.16 the interest of the employer as regards:
  - 10.7.16.1 financial stability;
  - 10.7.16.2 impact on productivity;
  - 10.7.16.3 future relationship with employees' trade union;
  - 10.7.16.4 operational requirements;
- 10.7.17 any special circumstance that exists;

- 10.8 Upon receipt of an application by the Council it shall immediately refer the application to the Exemptions Body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- 10.9 In the event of the Exemptions Body granting, partially granting or refusing to grant an application, the applicant shall be informed of the reasons for the decision and shall have the right to appeal in writing against the decision to the Independent Body within 21 days from the date of being informed of the outcome.

#### **B. Independent Body**

- 10.10 In terms of section 32(3)(e) of the Act, the Council establishes an Independent Body to hear and decide as soon as possible any appeal brought against the Exemptions Body's refusal of a non-party's application for exemption from the provisions of a collective agreement by the exemption body or withdrawal of an exemption by the Council.
- 10.11 The Independent Body shall hear and decide and inform the applicant and the council as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body.
- 10.12 No representative, office bearer, or official of the Council, trade union or employers' organisation party to the Council may be a member or participate in the deliberations of the Independent Body.
- 10.13 In considering the application, the Independent Body shall take into consideration all relevant factors as stipulated in clause 10.7 above.
- 10.14 In the event of the Independent Body granting, partially granting or refusing to grant the appeal, the applicant shall be informed of the reasons for the decision within 21 days from the date of the decision.
- 10.15 If an exemption or appeal is granted or partially granted the Exemptions Body or Independent Body whichever the case might be, shall issue a certificate, signed by its Chairman and Secretary, containing the following particulars:
  - 10.15.1 the full name of the applicant(s) or enterprise concerned;
  - 10.15.2 the trade name;
  - 10.15.3 the provisions of the Agreement from which exemption or appeal has been granted;
  - 10.15.4 the period for which then exemption or appeal shall operate;
  - 10.15.5 the date of issue and from which the exemption or appeal shall operate;

- 10.15.6 the condition(s) of the exemption or appeal granted;
- 10.15.7 the area in which the exemption or appeal applies.

10.16 The Exemptions Body or Independent Body shall:

- 10.16.1 retain a copy of the certificate;
- 10.16.2 forward the original certificate to the Secretary of the Council;  
and
- 10.16.3 a copy of the exemption certificate is sent to the applicant.

10.17 An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at his establishment.

10.18 Unless otherwise specified in the certificate of exemption or appeal, any exemption from this Agreement shall be valid only in the region of the Council in which the application was made.

10.19 The Council may withdraw the exemption or appeal at its discretion and inform the applicant of the reasons of such withdrawal.

## 11. ENFORCEMENT OF AGREEMENT AND RESOLUTION OF DISPUTES

11.1 The Council may appoint one or more specified persons and may nominate them for appointment by the Minister as designated agents in terms of section 33(1) of the Act to attempt to resolve a dispute or to investigate an alleged contravention and for purposes of routine inspection to enforce compliance with this Agreement.

11.2 If there is a dispute about the interpretation or application and enforcement, of any provisions of the Agreement, any party to the dispute may refer the dispute in writing to the Council.

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

11.4 The Council must attempt to resolve the dispute through conciliation in terms of the guidelines as contained in Annexure "C".

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

11.6 The designated agent may investigate the facts surrounding the dispute and if the designated agent has reason to believe that there has been a contravention of the agreement, the designated agent may endeavour to secure compliance with the agreement through conciliation in terms of the guidelines as contained in Annexure "C".

11.7 The designated agent shall submit to the Secretary, a written report on the steps taken to secure compliance and the outcome thereof.

11.8 Should a party to such dispute, at a date set down for conciliation, object to the designated agent acting as conciliator, the Council may, upon request of any such party to the Secretary of the Council, refer the dispute to conciliation by:

11.8.1 A conciliator experienced in labour conciliation as mutually agreed upon by the parties to the dispute in terms of the guidelines contained in Annexure "C";

11.8.2 The Commission for Conciliation, Mediation and Arbitration; or

11.8.3 An accredited agency.

Who shall endeavour to secure compliance with the collective agreement through conciliation in terms of the Conciliation guidelines as contained in Annexure "C".



- 11.9 If no consensus could be reached between the parties in terms of clause 11.8.1, the dispute must be referred in terms of either clause 11.8.2 or clause 11.8.3.
- 11.10 If the dispute referred to under Clause 11.2 and clause 11.9 above, has been certified as unresolved, any party to the dispute may request the Secretary of the Council to refer the dispute to arbitration by:
- 11.10.1 An arbitrator experienced in labour arbitration as mutually agreed upon by the parties to the dispute;
- 11.10.2 The Council, provided it has been accredited to conduct arbitrations;
- 11.10.3 The Commission for Conciliation Mediation and Arbitration; or
- 11.10.4 An accredited agency;
- and the issued certificate shall describe the dispute the terms of which shall constitute the terms of reference of the arbitration to be conducted.
- 11.11 If no consensus could be reached between the parties in terms of clause 11.10.1, the dispute must be referred to either 11.10.2 and failing accreditation, in terms of clause 11.10.3 or clause 11.10.4.
- 11.12 If during the course of performing his duties, a designated agent discovers what appears to be a contravention of the agreement, the designated agent shall:
- 11.12.1 Investigate the alleged contravention;
- 11.12.2 Endeavour to secure compliance with the Agreement through conciliation;
- 11.12.3 Submit a report to the Secretary on the investigation, the steps taken to secure compliance, and the outcome thereof and describe the issues in dispute and;
- 11.12.4 Certify that the matter is either, resolved or unresolved.
- 11.13 Should any party to such alleged contravention, as contemplated under Clause 11.12 above, at a date set down for conciliation, object to the designated agent as conciliator, the Council may, upon the request of any of such party to the Secretary of the Council, refer the alleged contravention to conciliation by:
- 11.13.1 A conciliator experienced in labour conciliation as mutually agreed upon between the parties to the dispute;
- 11.13.2 The Commission for Conciliation Mediation and Arbitration; or
- 11.13.3 An accredited agency, who shall endeavour to secure compliance with the agreement through conciliation, and certify that the matter is either resolved or unresolved.
- 11.14 If no consensus could be reached between the parties in terms of clause 11.13.1, the dispute must be referred to either clause 11.13.2 or clause 11.13.3.
- 11.15 On receipt of the report, as contemplated under Clause 11.12.3 above, the Secretary may:
- 11.15.1 Require a designated agent to conduct further investigations; or
- 11.15.2 If further conciliation is indicated, refer the alleged contravention to the Dispute Settling Committee of the Council; or
- 11.15.3 Issue a compliance order; or
- 11.15.4 Refer the alleged contravention for arbitration by:
- 11.15.4.1 An arbitrator experienced in labour arbitrations as mutually agreed upon between the parties;



- 11.15.4.2 The Commission for Conciliation Mediation and Arbitration; or
- 11.15.4.3 An accredited agency.
- 11.16 The description of the dispute set out in the certificate issued in terms of Clause 11.12.4 shall constitute the terms of reference of the arbitration to be conducted.
- 11.17 If no consensus could be reached between the parties in terms of 11.15.4.1, the dispute must be referred to either 11.15.4.2 or 11.15.4.3.
- 11.18 On receipt of the certificate issued under Clause 11.12.4, the Secretary may:
  - 11.18.1 Take such steps to give effect to any such agreement reached in the event of the contravention issue having been resolved; or
  - 11.18.2 Refer the alleged contravention to arbitration by:
    - 11.18.2.1 An arbitrator experienced in labour arbitrations as mutually agreed upon between the parties;
    - 11.18.2.2 The Commission for Conciliation Mediation and Arbitration;
    - 11.18.2.3 An Accredited agency.
- 11.19 The description of the dispute set out in the certificate issued in terms of Clause 11.12.4 shall constitute the terms of reference of the arbitration to be conducted.
- 11.20 The Secretary may apply to the CCMA to certify the arbitration award in terms of Section 143(3) of the Act or apply to the Labour Court under Section 143(3) of the Act by way of contempt proceedings.

## 12. AGENTS

- 12.1 The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and any other collective agreement of the Council, and it shall be the duty of every employer and every employee to permit such persons to enter such establishment, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, question such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement and any other collective agreement of the Council are being observed.
- 12.2 The Council may also request the Minister to appoint the designated agents referred to in Section 33 of the Act whose functions shall include the

promotion of and enforcement of any collective bargaining agreement of the Council.

### **13. AMENDMENTS TO THIS AGREEMENT**

- 13.1 Other than amendments to provisions relating to substantive terms and conditions of employment, amendments to this Agreement may be requested by any party to this Agreement during the duration of this agreement or any renewal thereof, subject to the following:
- 13.1.1 Doubt or a dispute over the interpretation or application of the part requested to be amended must exist.
  - 13.1.2 Such doubt or dispute must be a consequence of the parties attempts at the rewording of such part during the simplification exercise, and
  - 13.1.3 The doubt or dispute must be capable of being resolved by reference to the wording of the part in question as it had existed in terms of the Agreement prior to the simplification exercise.
- 13.2 Any such dispute or request for amendment shall be referred to the Executive Committee of the Council for resolution.
- 13.3 The Executive Committee shall resolve the relevant dispute by-
- 13.3.1 reverting back to the wording of the part in the Agreement prior to the simplification process; or
  - 13.3.2 by a consensual amendment of the wording of the part to give effect to the true meaning of the part.

### **14. EXHIBITION OF AGREEMENT**

Every employer shall affix and keep affixed a legible copy of this Agreement in an official language in his establishment in a conspicuous place, where it is readily accessible to his employees.

### **15. CONTRACTS**

#### **Existing Contracts**

Any contract of service in operation of the date of commencement of this agreement or concluded subsequent to such date shall be subject to the provisions of this agreement.

### **16. COUNCIL FUNDS**

#### **16.1 LEVIES AND RETURNS TO THE COUNCIL**

- 16.1.1 For the purposes of meeting the expenses of the Council, every employer shall deduct R2.00 per week from the earnings of each of his employees, in respect of whom wages are specified in terms of clause 6 of this collective agreement.

- 16.1.2 To the amount so deducted, the employer shall add a like amount per week per employee and forward the total sum to the Secretary of the Council, by electronic fund transfer to the Council account, month by month, not later than the 10th day of each subsequent month, together with an email or fax statement setting out all the relevant details as are specified in sub-clauses 16.1.5 and 16.1.5.1 hereunder.
- 16.1.3 Such deduction and addition shall also be made when an employee is being paid in terms of clauses 6.1.1 and 8 and 9 of this collective agreement and shall be made in full even in the event of any employee being paid less than, a full week's wages.
- 16.1.4 The Council may, whenever it considers such a step necessary, either increase or reduce the amount to be deducted, or suspend deductions for a period or periods, which it shall specify.
- 16.1.5 The total amount of levies deducted from the earnings of employees and contributed by employers in terms of sub-clauses 16.1.1 and 16.1.2 of this clause, respectively, shall be paid each month to the Council and shall be accompanied by a written or electronic statement containing the following details:
- 16.1.5.1 The total number of employees employed and the total amount of levies remitted in respect of such employees; and
  - 16.1.5.2 in respect of all employees, including apprentices-
    - 16.1.5.2.1 the family name, initials, sex, date of birth, occupation and identity number. (In the case of an employee who is not a South African citizen a passport number and a work permit number);
    - 16.1.5.2.2 the amount of the levy remitted in respect of each employee;
    - 16.1.5.2.3 the date on which service began or the date on which service ended, in the case of employees whose employment began or ended since the details were last submitted.
- 16.1.6 Every employer shall pay the total amount of the levies payable and render the statement of details required each month in terms of sub-clause 16.1.5 of this clause to the secretary of the Council concerned by not later than the 10<sup>th</sup> day of the month immediately following the month to which the levies and details relate.
- 16.1.7 The postal address and email address of the secretary of the Council is as follows:
- P O Box 9890, Johannesburg, 2000, or  
[selwyn@mervynismith.co.za](mailto:selwyn@mervynismith.co.za)
- 16.1.8 Forms prepared specifically for the inclusion of the details required by this clause are obtainable on application from the secretary of the Council.
- 16.1.9 Subject to the provisions of clause 25 of this Agreement, should any amount due in terms of this clause not be received by the Council by the 10<sup>th</sup> day of the month following the month in respect of which it is payable, the employer shall pay interest on such

amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in clause 25 of this Agreement from such 10<sup>th</sup> day until the day upon which payment in cash is actually received by the Council concerned: Provided that a Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

- 16.1.10 The Council shall allocate all payments received from employers, including amounts which are not paid on due date or amounts which are due in terms of arbitration award, for the relevant period for which such payment is applicable.

## 16.2 HIV/AIDS FUND

An amount of 0.50 cents per week, per employee, shall be payable by each employer to the Bargaining Council in respect of an HIV/AIDS Fund, which will be administered by the Bargaining Council. The Contribution shall entitle the employer and employee parties to access training and education towards the fight against HIV/AIDS in the workplace. Contributions shall be made by all employers.

## 17. SICK FUND

- 17.1 The Canvas Goods Sick Fund (hereinafter referred to as "the Fund"), established under Government Notice R. 2084 of 29 December 1939, is hereby continued.

- 17.2 For the purpose of meeting the expenses of the Fund, every employer shall make the following contributions in respect of employees actually being paid the remuneration stated below, one half of which shall be deductible from the remuneration of the employees:

Weekly	Weekly
Wages per week	contributions payable
From R225,00 per week upwards _____	R30.00
(R15.00 from employer and R15.00 from employee)	

Such payment shall be made by the employer to the Sick Fund bank account by not later than the last day of the month in respect of which the contributions are due.

Every employer undertakes to furnish to the secretary of the Council, upon request or upon the employment of any employee or person deemed to be an employee, details of all employees, including their full names, identity number and job designations, as well as their date of commencement of employment. The secretary will capture all these details onto the Sick Fund's database, which shall be maintained and updated upon notification by the employer of any taking on or termination of employment of any such employee or deemed employee.

Such contributions shall also be made when an employee is being paid in terms of clauses 6.1.1, 8 and 9 and of this Agreement and shall be made in full even in the event of any employee being paid less than a full week's wages, as well as during all period of leave, including maternity leave.



- 17.3 All monies received into the Fund shall be deposited in or transferred electronically to the special account which has been opened at a bank registered under the Banking Act and nominated by the Council. Interest shall be charged at 2% more than the then prevailing prime rate as determined from time to time, by FNB, and any payments not paid on due date as specified in clause 17.2 above.
- 17.4 All payments out of the Fund shall be by cheque or electronic transfer drawn on the Fund's account. All such cheques shall be signed or transfers authorised by the Secretary or Assistant Secretary of the Council.
- 17.5 The Fund shall be administered by the Council.
- 17.6 The Council may frame regulations for the carrying out of the objects of the Fund. A copy of such regulations and any amendment thereto shall be lodged with the Department of Labour.
- 17.7 Immediately a person ceases to be an employee in the Industry he shall have no claim whatsoever on the funds or benefits of the Fund.
- 17.8 A public accountant whose remuneration shall be decided by the Council shall be appointed annually. The public accountant shall audit the accounts of the Fund annually, and not later than 1 June in each year, prepare a statement showing-
- 17.8.1 all moneys received-
- 17.8.1.1 in terms of sub clause 17.2 hereof;
- 17.8.1.2 from any source; and
- 17.8.2 expenditure incurred under all headings during the 12 months ended 31 December preceding, together with a balance sheet showing the assets and liabilities of the Fund. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall be transmitted to the Department of Employment and Labour, within three months after the close of the period covered by it.
- 17.9 All administrative charges, banking and audit charges shall be a charge upon the Fund.
- 17.10 Benefits shall cease when the funds in hand drop to less than R15 000.00 and shall not be resumed until the funds in hand amount to not less than R20 000.00. Any benefits, the payment of which an employee would have been entitled immediately, but for this sub clause, shall become a first charge on the Fund when payments are resumed.
- 17.11 Subject to the regulations of the Fund referred to in sub clause 17.6 of this clause, the Fund provides for the following minimum benefits to all employees in the Industry:
- 17.11.1 No benefits are available in respect of:
- (i) Any injury covered by Workman's Compensation;
- (ii) Illness arising from pregnancies, alcoholism, venereal disease, drug addiction or member's own negligence;
- (iii) Operations or Confinements.
- 17.11.2 In order to claim benefits, you will have to personally have to present your identity document to the doctor, and inform him that he is bound by the rules of the Sick Fund. The benefits are not available to the family of the member.

- 17.11.3 All employees in respect of whom 13 consecutive weekly contributions have been paid, shall be entitled to -
- (i) Eight (8) ordinary consultations per annum by any General Practitioner, excluding treatment in respect of any pregnancy. The Sick Fund will cover up to a maximum of R250.00 (Two Hundred and Fifty Rand) including any medication dispensed. The balance must be paid for by the member.
  - (ii) Refund of specialist's fees to a maximum of R3000.00 per 12-month period. This service must be obtained on the recommendation of a registered general practitioner i.e. a doctor.
  - (iii) Free transport to state hospital by ambulance.
  - (iv) Free dental extraction, fillings and scaling of teeth (Limited R750.00 p.a.)
  - (v) Half the cost of eye surgeon's fees provided these are obtained by the Fund Optician's recommendation.
  - (vi) Free chiropractic treatments. (Limited R500.00 p.a.)
  - (vii) Hospital cost of R16.00 per day for employee's state to a maximum of 14 days each year.
- 17.11.4 To all employees in respect of whom 52 contributions have been paid, the following further additional benefits shall apply:
- (i) We pay 33 1/3 per cent of the cost of the eye examination, and lenses. Frames we pay R150.00. The employee to pay all other excesses himself
  - (ii) Dentures and dental repairs. We pay 50%.
  - (iii) Operations we pay R500.00 per annum - State Hospitals only.
  - (iv) Radiologists - Limited R500.00 per annum.
  - (v) Pathologists - limit R500.00 per annum

Claims must be submitted on the prescribed form accompanied by the medical certificate.

**N.B:** Please note only benefits detailed are covered. Members are responsible for extra costs incurred.

## 18. REGISTRATION OF EMPLOYERS AND EMPLOYEES

18.1 Every employer in the Industry who has not already done so under the provisions of any Agreement previously in force in the Industry 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 from the date of commencement of operations by him, forward to the Secretary of the Council, P.O. Box 9890, Johannesburg, 2000, or by email or fax, the following particulars:

- 18.1.1 Full name of firm;
- 18.1.2 Business address;
- 18.1.3 The trade or trades carried on by him in the Industry:

- 18.1.4 Names and identity numbers of all his employees and occupation in which employed. This information is required in respect of all employees, whether directors, administration staff and the like, whether or not they are listed in the wage categories set out in clause 6 of the main collective agreement.
- 18.2 Where the employer is a partnership, company or close corporation, information in accordance with sub clause 18.1 of this clause as well as the names of the partners shall be furnished.
- 18.3 Every employer shall, in the event of any change in the particulars he is required to furnish in terms of this clause, forward to the Secretary of the Council a notification of any such change within one month from the date upon which such change took effect.

## 19. RECORDS TO BE KEPT BY EMPLOYERS

### 19.1 *Hours and wages record:*

- 19.1.1 Every employer shall, in respect of and at each place where he conducts business, keep available for inspection at all times records containing at least the following information:
- (i) The employee's name and occupation, identity number/passport or permit number;
  - (ii) The time worked by each employee;
  - (iii) The remuneration paid to each employee;
  - (iv) The date of birth of any employee under 18 years of age; and
  - (v) Any other prescribed information.
- 19.1.2 Every employer shall keep the record referred to in paragraph 19.1.1 of this sub-clause for a period of three years from the date of the last entry in the record.

- 19.2 **Attendance record:** Every employer shall have available an attendance register in the form of BCEA 3 to the regulations promulgated in terms of the Basic Conditions of Employment Act, 1997, in which any employee who wishes to do so may, and every employee whose employer requires him to do so, shall record his correct times of arrival at and departure from work.

## 20. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL

Employees' representatives on the Council shall be given every reasonable facility by their employers to attend their duties in connection with meetings of such Councils.

## 21. PROHIBITION OF CESSION OF BENEFITS

No benefit arising out of an employee's contract of service, whether due by his employer or the Council, shall be capable of being ceded, and any such cession by an employee is prohibited. No purported cession of such benefits shall be binding on or be recognised by the Council or his employer.



## **22. NON OR LATE PAYMENTS**

Whenever an employer pays any sum of money, which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council in its sole discretion, which penalty shall be equal to the interest as determined by the Council from time to time of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

## **23. REVISION OF WAGES**

The wages prescribed for the Canvas Goods Industry shall be negotiable by the employers' organisation and the trade union for a period to be agreed by the parties and implemented in terms of this agreement.

## **24. LEGAL COSTS**

- 24.1 For purposes of this clause "money" means any amount of money and includes money that an employer has to deduct or has deducted from moneys due to an employee by virtue of any obligation, but not paid over to the Council.
- 24.2 When the Council instructs an attorney to collect money from an employer, the employer shall be liable to the Council for all the legal costs incurred by the Council in the recovery of the amount due including costs on the attorney and own client scale irrespective of whether the Council instituted civil proceedings or arbitration proceedings or whether those proceedings have commenced or not.
- 24.3 When the Council instructs a natural or legal person other than an attorney to collect money, then the employer shall be liable for the costs and fees determined by the Council to be costs and fees payable by the Council to such person in the recovery of the amount due by the employer.

## **25. INTEREST CLAUSE**

Whenever any amount payable to the Council in terms of this Agreement is not paid on the due date, interest shall be payable monthly on such amount or on any such lesser amount as may remain unpaid, calculated from the due date at the interest rate of seven percent (7%) per annum to date of payment.

### **25.1 Expiry, Liquidation or Cessation**

- 25.1.1 In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until it be either liquidated or dealt with in terms of the provisions of sub-clause 25.1.4 hereunder; Provided that the Fund shall be liquidated unless an agreement providing for the continuation of the Fund without dealing with



same in terms of clause 25.1.4 is entered into within two years of the date of expiry of this Agreement.

25.1.2 In the event of liquidation, the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be dealt with in terms of clause 25.1.4 hereunder.

25.1.3 In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 23 of the Act, a management committee shall continue to administer the Fund and the members of the Council existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, that any vacancy occurring on the Committee may be filled by the Registrar of Labour Relations from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee.

In the event of such Management Committee being unable or unwilling to discharge its duties or in the event of a deadlock which, in the opinion of the Registrar of Labour Relations, renders the administration of the Fund impracticable or undesirable, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee.

If there is no Council in existence upon the expiry of this Agreement, the Fund shall be liquidated by the Management Committee or the trustee or trustees, as the case may be, functioning in terms of clause 25.1.3 of this clause and if upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed in accordance with the provisions of clause 25.1.4 hereof.

25.1.4 On the happening of all or any of the events dealt with in clauses 25.1.1, 25.1.2 and 25.1.3 above, the Council, management committee, trustee or trustees as the case may be, shall deal with any monies remaining to the credit of the Fund after payment of all claims against the Fund as specified in clause 25.1.2, (hereinafter referred to as the "balance") as follows:

25.1.4.1 On the happening of all or any of the abovementioned events, the Council, Management Committee, trustee or trustees will call a meeting in order to agree to the date upon which all contributions by both employers and employees will cease (hereinafter referred to as "the cut-off date"). From the cut-off date, no more contributions will be put in or taken out of the Fund, and employees will no longer be entitled to draw any further benefits in relation to the Fund. All doctors and other medical suppliers will be duly notified in writing of the cut-off date, and all employers and employees shall receive at least

25.1.4.2 one (1) months written notice of the Sick Fund ceasing to operate. All those employers and employees in good standing with regard to their contributions towards the Fund as at the date of the happening of any of such events shall be entitled to receive payment of a share of the balance of the Fund in such proportion to the amount that such employer or employee respectively have contributed towards the Fund, calculated prorate to the balance remaining in the Fund.

25.1.4.3 All employees, entitled to receive a payment in terms of sub-clause 25.1.4.2 above, shall ensure that the Secretary of the Council has been

provided in writing within six (6) months from the date of the happening of the event, with accurate bank details specifying his or her full names, identity number, name of bank, branch name and code, account number, and type of account.

Any employee failing to provide the written details as aforesaid, shall forfeit the entitlement to receive such payment.

- 25.1.4.4 Upon expiration of the six (6) month period as set out in 25.1.4.3 the last auditors of the Fund shall prepare a schedule of payments which are to be paid to employers and employees respectively, and such payments shall then be effected by the Council, management committee, trustee or trustees, as the case may be. All costs of the management committee, trustee, trustees or the auditor shall be taken into account and paid prior to the payment in terms of this sub-clause.

- 25.2 The funds of the Sick Fund surplus after meeting its requirements for expenses shall not be invested otherwise than in-

- 25.2.1 Stock of the Government of the Republic of South Africa or Local Government Stock;

- 25.2.2 National Savings Certificates;

- 25.2.3 Post Office Savings Accounts or Certificates;

- 25.2.4 Savings accounts, permanent shares or fixed deposits in building societies or banks; or

- 25.2.5 any other manner approved by the Registrar of Labour Relations.

## 26. COSTS and FINES

The Council shall be entitled to recover all monies disbursed by it in respect of legal and/or arbitration fees and expenses incurred, in its endeavour to secure compliance with this agreement. Such costs shall be determined on the same basis as set out in Section 138(10) of the Act, as read with the Rules from time to time.

- 26.1 Costs awarded by an arbitrator, may include:

- 26.1.1 the cost of arbitration;


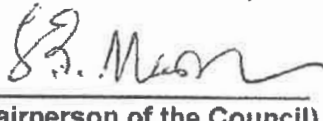
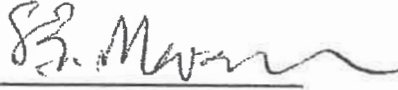

- 26.1.2 legal and professional costs and disbursements;

- 26.1.3 and other expenses incurred by the Council.

- 26.2 The Council shall be entitled to impose fines for non-compliance of this agreement on the same basis as is stipulated in terms of Section 33A (8) of the Act as read with Schedule 7 hereto.

The employers' organisation and the trade union having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the foregoing is the Agreement arrived at and affix their signatures hereto.

SIGNED AT JOHANNESBURG ON BEHALF OF THE PARTIES TO THE COUNCIL  
ON THIS THE 23<sup>rd</sup> day of January 2020.

  
(Chairperson of the Council)  
(Vice Chairperson of the Council)  
CANVAS EMPLOYERS ORGANISATION  
(S E MARCUSSEN)  
(Chairperson)  
SACTWU  
(Regional Secretary)  
S S COHEN  
(Secretary of the Council)

**ANNEXURE "A"****BARGAINING COUNCIL FOR THE CANVAS GOODS INDUSTRY (GAUTENG)****To: .....**

I hereby tender one week's notice (commencing on ..... (day of week) ..... (day, month, year), to terminate my/your employment.

.....  
**Signature**

**Date: .....****Signature of recipient: .....****If signature of recipient cannot be obtained, state reasons: .....**



**ANNEXURE "B"****RECORD OF SERVICE OF EMPLOYEE IN CANVAS GOODS INDUSTRY**

Name \_\_\_\_\_

Previous employment \_\_\_\_\_

Signature of holder \_\_\_\_\_

Nature of employment	Date entered service	Rate of Pay	Date left service	Rate of Pay	Name and Signature of employer

**This record is to be retained by employer and returned to employee concerned only on termination of employment**

**ANNEXURE "C"****CONCILIATION GUIDELINES****1. Introduction:**

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

**2. Purpose of Guidelines:**

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

**3. Applications for Condonation:**

- 3.1 An unfair dismissal dispute must be referred to the Council within 30 days of the date of dismissal. If the 30-day time limit has expired.
- 3.2 The application must be attached to the dispute referral form and served with it on the other parties to the dispute and lodged with the Council.
- 3.3 If at any time the Council becomes aware that the dispute was referred outside the 30-day time period, the Council may call on the applicant to apply for condonation.
- 3.4 The application must include a signed statement which explains the reasons for the delay and deals with each of the considerations set out in paragraph 3.8 below.

- 3.5 If the applicant requires condonation because he or she did not attend a conciliation meeting scheduled by the Council, the applicant must give reasons for failing to attend.
- 3.6 The other parties to the dispute must reply to the application within fourteen (14) calendar days of receiving it. This reply must also include a signed statement, which is to be served on the applicant and filed with the Council.
- 3.7 The applicant may reply to the other party's response within seven (7) calendar days of receiving it. The applicant must serve the reply on the other parties to the dispute and then file it with the Council.
- 3.8 The Conciliator must consider the application and any representations of the parties must grant condonation to the applicant if there are good grounds for doing so. The Conciliator must consider the following:
  - 3.8.1 The degree of lateness: If the referral is only a few days late, this may weigh in favour of condonation.
  - 3.8.2 The degree of fault of the referring party of his/her authorised representative. If the referral was late owing to a circumstance beyond the control of the applicant, this may weigh in favour of condonation.
  - 3.8.3 The reasonableness of the explanation: If the explanation is improbable, this should weigh against condonation.
  - 3.8.4 Prejudice to the other parties to the dispute.
  - 3.8.5 Prospects of success.

4. **Province in which dispute is conciliated:**

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

5. **Jurisdictional Disputes:**

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

6. **Discretion to assume jurisdiction:**

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

7. **Failure to attend conciliation proceedings:**

- 7.1 If the applicant party attends a scheduled conciliation meeting and the responding party does not, the Conciliator may:



7.1.1 postpone the conciliation;

7.1.2 issue a certificate that the dispute has not been resolved.

Before issuing a certificate, the Conciliator must be satisfied that the parties have received adequate notice of the place, date and time of the scheduled conciliation.

7.2 If the applicant party does not attend a scheduled conciliation meeting and the responding party does, the Conciliator may:

7.2.1 postpone the proceedings; or

7.2.2 dismiss the referral.

Before deciding to dismiss the referral, the Conciliator must be satisfied that the parties have adequate notice of the place, date and time of the scheduled conciliation. If the referral has been dismissed, the Council must notify the parties that the referral has been dismissed.

7.3 If a referral has been dismissed because a party did not attend a scheduled conciliation, the applicant party may refer the dispute to the Council again under a fresh dispute referral form. If the dispute being referred to about the fairness of a dismissal, and if the 30-day time limit for referral has expired, they must apply for condonation in terms of paragraph 3 above.

## 8. Representation at conciliation proceedings:

8.1 Rule 25 of the CCMA Rules (as promulgated in the Gazette 5 December 2003, R1748 in GG25797) of the Rules explicitly states who may appear or be a representative in conciliation proceedings. A Conciliator does not have discretion to allow a person not listed in Rule 25 of the CCMA Rules to appear or act as a representative.

In the conciliation proceedings, a party to the dispute may appear in person or be represented only by:

8.1.1 a director or employee of that party; or

8.1.2 any member, office bearer or official of that party's registered trade union or registered employers' organisation.

8.2 If a party objects to a representative or the Conciliator is of the opinion, that a representative is not authorised in terms of Rule 25 of the CCMA Rules, the Conciliator must decide whether that representative may attend.

8.3 A dispute about the status and entitlement of a representative is a factual dispute. The Conciliator may call upon any person to demonstrate why he or she should be admitted as representative in terms of Rule 25 of the CCMA Rules. The Conciliator may request documentation, such as the constitution, pay-slips, the contract of employment, the prescribed form listing the directors of a company and recognition agreements. Representatives must be prepared to tender evidence in support of their status.

9. **Application for postponement:**

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

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

9.2.1 there is good reason to do so;

9.2.2 the application is in good faith;

9.2.3 the application is made as soon as practicable; and

9.2.4 the other parties to the dispute are not unduly prejudiced.

9.3 If a postponement will result in expiry of the 30-day period allowed for conciliation (in Rule 25 of the CCMA Rules), the party seeking the postponement must furnish the Council with written proof that the parties have agreed to extend the 30-day period.

**10. Impartiality of Conciliators:**

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

**11. Conclusion:**

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