

DEPARTMENT OF LABOUR

NO. 497

18 MAY 2018

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING
INDUSTRY OF THE SOUTH WESTERN DISTRICTS: EXTENSION TO NON-
PARTIES OF THE MAIN COLLECTIVE AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, with the exclusion of clause 2 thereof which was concluded in the **Bargaining Council for the Furniture Manufacturing Industry of the South Western Districts** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry with effect from the Second Monday after publication of the notice and for the period ending 30 September 2020 .



MN OLIPHANT, MP
MINISTER OF LABOUR

DATE: 03/05/2018

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING
INDUSTRY OF THE SOUTH WESTERN DISTRICTS:
UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI
ESIYINGQIKITHI SELULELWA KULABO ABANGEYONA INGXEYENYE
YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano WezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, kukhishwa imishwana 2 esenziwa kwi **Bargaining Council for the Furniture Manufacturing Industry of the South Western Districts**, futhi ngokwesigaba-31 soMthetho Wezobudlelwano KwezabaSebenzi ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 30 kuMandulo 2020.



MN OLIPHANT, MP

UNGQONGQOSHE WEZABASEBENZI

USUKU: 03/05/2018

SCHEDULE**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE
SOUTH WESTERN DISTRICTS
MAIN COLLECTIVE AGREEMENT**

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

Garden Route Employers' Association

(hereinafter referred to as the "Employers" or the "Employers' Association"), of the one part, and the

National Union of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "Employees" or the "Trade Union"), of the other part, being the parties to the Bargaining Council for the Furniture Manufacturing Industry of the Southern Western Districts.


DIVISION OF AGREEMENT

The Agreement is divided into three parts as follows:

PART I**CLAUSE 1: SCOPE OF APPLICATION OF AGREEMENT****A. *Administrative Issues*****CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT****CLAUSE 3: DEFINITIONS****CLAUSE 4: EXEMPTIONS AND APPEALS****CLAUSE 5: REGISTRATION OF EMPLOYERS AND EMPLOYEES****CLAUSE 6: EXHIBITION OF AGREEMENT****CLAUSE 7: KEEPING OF RECORDS****CLAUSE 8: TRADE UNION REPRESENTATIVES ON THE COUNCIL****CLAUSE 9: ADMINISTRATION OF AGREEMENT**

- CLAUSE 10: DESIGNATED AGENTS
CLAUSE 11: MONTHLY STATEMENT
CLAUSE 12: COMPULSORY RETIREMENT AGE
CLAUSE 13: WEEKLY RETURN OF EMPLOYEES

B. Terms and conditions of employment

- CLAUSE 14: DISPUTE RESOLUTION
CLAUSE 15: PIECEWORK
CLAUSE 16: INCENTIVE BONUS
CLAUSE 17: OUTWORK
CLAUSE 18: HOURS OF WORK
CLAUSE 19: SHORT TIME
CLAUSE 20: PAYMENT OF REMUNERATION[S]
CLAUSE 21: OVERTIME
CLAUSE 22: EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED
CLAUSE 23: WAGES
CLAUSE 24: EMPLOYMENT OF MINORS
CLAUSE 25: FORENOON AND AFTERNOON INTERVALS
CLAUSE 26: EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION
CLAUSE 27: ABATEMENT OF WAGES
CLAUSE 28: CONTRACT OF SERVICE
CLAUSE 29: TERMINATION OF EMPLOYMENT
CLAUSE 30: BASIS OF PAYMENT
CLAUSE 31: NIGHT-SHIFT WORK
CLAUSE 32: HOURLY RATE
CLAUSE 33: SICK LEAVE
CLAUSE 34: TRIAL PERIOD
CLAUSE 35: MATERNITY LEAVE AND TEMPORARY CONTRACT EMPLOYEES
CLAUSE 36: SEVERANCE PAY
CLAUSE 37: CASUAL EMPLOYEES
CLAUSE 38: NEW ENTRANT
CLAUSE 39: FAMILY RESPONSIBILITY LEAVE
CLAUSE 40: TRADE UNION REPRESENTATIVES
CLAUSE 41: SUBSISTENCE ALLOWANCE
CLAUSE 42: INDUSTRY RECRUITMENT POLICY
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C. Contributions and deductions

- CLAUSE 43: EXPENSES OF THE COUNCIL
- CLAUSE 44: TRADE UNION CONTRIBUTIONS
- CLAUSE 45: HOLIDAYS AND THE HOLIDAY BONUS FUND
- CLAUSE 46: PROVIDENT FUND
- CLAUSE 47: LEVIES PAYABLE BY EMPLOYERS WHO ARE MEMBERS OF THE EMPLOYERS' ASSOCIATION
- CLAUSE 48: MEDICAL ASSISTANCE SCHEME

PART II: OCCUPATION SKILLS LEVELS**PART III: ANNEXURES**

ANNEXURE A: MINIMUM WAGE RATES PAYABLE IN TERMS OF CLAUSE 26 OF PART I AND PART II

ANNEXURE B: NOTICE REQUIRED UNDER CLAUSE 18 OF PART I

ANNEXURE C: REGISTRATION AS EMPLOYER FORM TO BE SUBMITTED IN TERMS OF CLAUSE 5

ANNEXURE D: WEEKLY RETURN OF EMPLOYEES TO BE SUBMITTED IN TERMS OF CLAUSE 13

ANNEXURE E: LETTER OF APPOINTMENT

ANNEXURE F: DISPUTE RESOLUTION PROCEDURE IN TERMS OF CLAUSE 14

ANNEXURE G: MONTHLY STATEMENT TO BE SUBMITTED IN TERMS OF CLAUSE 11

PART 1**1. SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed

1.1 by employers and employees in the Furniture Manufacturing Industry as defined in Paragraph

A, hereof in the Magisterial Districts of George, Kynsna, Oudtshoorn and Mossel Bay

Paragraph A

"Furniture, Bedding, Upholstery and Curtain Manufacturing Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture, either in whole or in part, of all types of components of furniture, furniture, bedding, curtains, blinds, upholstery and/or re-upholstery and will, inter alia, include but not be limited to the following:

(a) Furniture

Manufacturing, assembling, repairing, staining, spraying, polishing, re-polishing, wood machining, veneering, woodturning, carving, assembling, painting, spraying, cutting, edging, drilling, wood bending, laminating and/or papering/foiling, of board.

"Board" means any type of wood or wooden or related product or any other substitute material, amongst others being: laminated board, fibre board, chip board, block board, veneer board, pressed board.

Furniture manufacturing will also include the manufacturing, repairing, polishing, assembling, cutting, drilling, edging, re-polishing, staining, spraying either in whole or in part of: pianos, organs, kitchen cupboards, attached wall cupboards, built-in cupboards, free standing cupboards, bars or built-in bar counters, cane, wicker or grass furniture, cabinets including cabinets for musical instruments and radios, wireless or television cabinets, coffins, beehives, educational novelties, draw and draw fronts, doors and cupboard doors irrespective of size, bathroom cupboards, cupboard tops, and furniture for tea-rooms, restaurants, offices, churches, schools, libraries, hotels, other educational institutions, conference centres and theatres.

(b) Bedding

The manufacturing, assembling, repairing, covering, re-covering of: mattress bases, mattresses, box-spring mattresses, foam mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches, spring units, sleeper couches and studio couches.

"Studio Couch" means an article of furniture, which is designed for seating and for conversion into a double bed or two or more beds and of which the frames may also be constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and/or cushions.

(c) Upholstery

The upholstering or re-upholstering of any furniture, or item of furniture, bedding, seating, pelmets, mattress bases, foam mattresses and/or cushions and the making of loose covers and/or cushions.

(d) Curtain making

The making, altering, repairing and hanging of curtains and/or blinds made mainly of fabric, wood, cane, wicker, reed or grass.

Curtain making includes window treatment, cutting of rails and rods, fitting of pelmets, curtains, blinds and associated products.

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

- (a) to employees in the Furniture Manufacturing Industry whose wages are prescribed in this Agreement and to all the employers of such employees; and
- (b) to Learners in so far as these provisions are not inconsistent with the provisions on the Skills Development Act, No. 97 of 1998, or any contract entered into or any condition fixed thereunder.

A. Administrative Issues

2. PERIOD OF OPERATION OF AGREEMENT

(1) This Agreement shall come into operation –

- ~~(a) in respect of the parties to this Agreement, on the date of signature until 30 September 2020.~~
- (b) in respect of non-parties, on such date as fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995 until 30 September 2020.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that

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

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

“Act” means Labour Relations Act 1995: (Act no.66 of 1995) and as amended from time to time

“bonus” means –

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

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

"casual employee" means an employee performing the operations specified in clause 40 of Part II of this Agreement and who is employed by the same employer for not more than 24 hours in any one month for a period not exceeding three months;

"Clerk" means an employee engaged in clerical and administrative duties;

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

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

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

"driver of a motor vehicle" means an employee, other than a chauffeur, who is engaged in the delivery and transport of goods, and for the purposes of this definition, "driving of a light or heavy motor vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive;

"employment" means the total length of all periods of an employee's service in the Furniture Manufacturing Industry.

"establishment" means any place where furniture manufacturing is carried on and includes any place where a person is employed in all or any of the classes of work specified in Part II of this Agreement.

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

"hourly rate" means the rate determined in accordance with the provisions of clause 32 of this Agreement;

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

"machine maintenance mechanic" means an employee who is employed solely in all or any of the following operations: tracing faults in, overhauling or repairing machinery used in/or in connection with an establishment or supervising all or any of these operations;

"new entrant" means an employee who has not previously worked in the Furniture Manufacturing Industry;

"night shift work" means a shift worked after 18H00 and before 06H00 of the next day;

"normal time" means the standard minimum hours that an employee is required to work on which the employee's basic weekly wage is calculated;

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

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

"registrar" means the Registrar of Labour Relations appointed in terms of section 108 of the Labour Relations Act, 1995;

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

"retirement age" means the age of 60 years;

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


"Shop Steward" means a member of a trade union who is elected to represent the employees in a workplace.

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

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

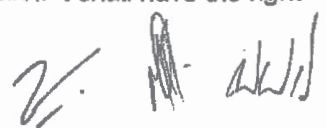
"wage" means that portion of remuneration as prescribed in Part III, Annexure A, of this Agreement, payable in money to an employee in respect of his ordinary hours of work or, where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that so prescribed,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

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



4. EXEMPTIONS AND APPEALS

- (1) The Council may grant exemptions from any or all provisions of the Agreement for any good and sufficient reason.
- (2) The Council shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any license of exemption.
- (3) The Council hereby establishes an exemptions body, to consider all applications for exemptions of the Council's Collective Agreement.
- (4) The exemption body shall decide on an application for exemption within 30 days of receipt.
- (5) Applications for Exemption shall be in writing on the prescribed form and fully motivated with relevant supporting documents.
- (6) Upon receipt of an application the Council shall refer it 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.
- (7) The Secretary of the Council shall issue to every person granted an exemption, a license signed by the Secretary of the Council, setting out -
 - (a) the full name of applicant concerned;
 - (b) the provisions of the Agreement from which the exemption is granted;
 - (c) the conditions fixed in accordance with the provisions of subclause (2) subject to which such exemption is granted;
 - (d) the period for which the exemption shall operate; and
 - (e) the reason for the exemption being granted.
- (8) The Secretary of the Council shall -
 - (a) number consecutively all licenses issued;
 - (b) retain a copy of each license issued;
 - (c) where exemption is granted to an employer, forward a copy of the license to the employer concerned.
- (9) In the event of the Exemptions Body refusing to grant an application, the applicant shall have the right to appeal in writing against the decision to the Independent Body.



- 10 The council established an independent body to deal with applications for appeals as required by the Act
- 11 The independent body must hear and decide, as soon as possible and not later than 30 days after the appeal is lodged any appeal brought against the bargaining council's refusal of an application for exemption from the provisions of the collective agreement and the withdrawal of such an exemption by the bargaining council.
- (12) The notice of appeal must set out the grounds on which the applicant's appeal is based.
- (13) No representative, office bearers, 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.
- (14) In considering the application, the Exemptions Body and Independent Body shall take into consideration all relevant factors, which any include, but shall not be limited to, the following criteria:
- ~~(a) The applicant's past record if applicable) of compliance with the provisions of this agreement, its amendment and Exemptions Certificate;~~
 - (b) any special circumstance that exist;
 - (c) any precedent that might be set;
 - (d) the period for which the exemption will operate;
 - (e) it is fair to both the employer, its employees and other employees in the sector;
 - (f) it does not undermine this Agreement;
 - (g) it will make a material difference to the viability of a business;
 - (h) it will assist with unexpected economic hardship occurring during the currency of the Agreement and will save unnecessary job losses.
 - (i) the interest of the industry as regards:
 - (i) unfair competition;
 - (ii) collective bargaining;
 - (iii) potential for labour unrest;
 - iv) increased employment;
 - (j) the interest of employees' as regards:
 - (i) exploitation;
 - (ii) job preservation;
 - (iii) sound conditions of employment;
 - (iv) possible financial benefits;
 - (v) health and safety;
 - (vi) infringement of basic rights
 - (k) the interest of the employer as regards:
 - (i) financial stability;
 - (ii) impact on productivity;
 - (iii) future relationship with employees' trade union;

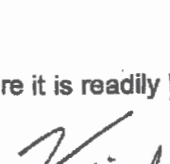
(iv) operational requirements

- (15) If the application is granted, the Exemption Body or Independent Body shall issue a Certificate, signed by its Chairman and Secretary, containing the following particulars:
- (a) the full name of the applicant(s);
 - (b) the trade name;
 - (c) the provisions of the Agreement from which exemption or appeal has been granted;
 - (d) the period for which then exemption or appeal shall operate;
 - (e) the date of issue; and
 - (g) the condition(s) of the exemption or appeal granted
- (16) the exemption body or independent body shall;
- (a) retain a copy of the certificate and number each certificate consecutively;
 - (b) forward a copy of the certificate to the Secretary of the Council; and
 - (c) forward to the employer a copy of a certificate issued to an employee.
- (17) An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at his establishment.

5. REGISTRATION OF EMPLOYERS AND EMPLOYEES

- (1) Every employer shall, within one month from the date on which this Agreement comes into operation, and every employer entering the Industry after that date shall, within the month of commencement of operations, forward to the Secretary of the Council a fully completed Registration as an Employer form, as per Annexure C here to and signed by the employer or mandated representative.
- (2) Where the employer is a partnership, information in accordance with subclause (1) regarding each of the partners, and the title under which the partnership operates, shall be furnished in addition to a copy of the partnership agreement.
- (3) Written notification shall be sent to the Council by every employer of an alteration in respect of any details supplied in terms of subclause (1) and such notification shall be given within 14 days of such alterations.

6. EXHIBITION OF AGREEMENT

- (1) Every employer to whom this Agreement is binding must –
- (a) keep a copy of the Collective Agreement affixed in a conspicuous place where it is readily accessible to all the employees at all times.
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- (b) an employer may charge an employee who requests a copy of the Collective Agreement a fee of no more than R0.50 for each page copied, unless the employee is a trade union representative or a member of a workplace forum in which case the employer is to provide the first copy of the Collective Agreement free of charge.

7. KEEPING OF RECORDS

- (1) Every employer must keep records containing at least the following information, as required in terms of section 31 of the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997), as amended. These records shall be kept in a legible and indelible manner.
- a) The employee's name, surname, identity number, tax number and occupation;
 - b) the time worked by each employee;
 - c) the remuneration paid to each employee;
 - d) the date of birth of any employee under 18 years of age; and
 - e) any other prescribed information.
- (2) A record in terms of subsection (1) must be kept by the employer for a period of three years from the date of the last entry in the record.
- (3) No person may make a false entry in a record maintained in terms of subclause (1).
- (4) The failure to comply with subclause 1 here above, the employer shall pay a penalty as stipulate in Schedule 2 table 1 of the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997), as amended. Such payment shall be made to the Council, as follows:-

Table One: Maximum Permissible Fine not Involving an Underpayment

No previous failure to comply	R300 per employee in respect of whom the failure to comply occurs
A previous failure to comply in respect of the same provision	R600 per employee in respect of whom the failure to comply occurs
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provision within three years	R900 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in	R1200 per employee in respect of whom

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respect of the same provision within three years	the failure to comply occurs
Four previous failures to comply in respect of the same provision within three years	R1500 per employee in respect of whom the failure to comply occurs

8. TRADE UNION REPRESENTATIVES ON THE COUNCIL

- (1) Every employer shall grant to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with meetings of the Council.
- (2) When a Trade Union representative on the Council attends Council and Management Committee meetings during normal working hours, the Council shall refund to the Employer the time for which wages were paid in respect of the Trade Union representatives attendance as such meetings.

9. ADMINISTRATION OF AGREEMENT

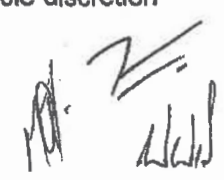
- (1) The Council shall be the body responsible for the administration of this Agreement, and may issue expression of opinion and rulings not inconsistent with the provisions thereof for the guidance of employers and employees.

10. AGENTS

- (1) The Minister of Labour shall, at the request of the Council, appoint one or more specified persons, who shall be designated as agents in terms of Section 33 of the Labour Relations Act, to assist in giving effect to the terms of this Agreement. The designated agent shall have the right in terms of Section 33 of the Act read with Schedule 10 of the Act to:-
 - (a) enter, inspect and examine any premises or place, in which the agent suspects that furniture manufacturing is carried on, at any time when he has reasonable cause to believe that any person is employed therein;

- (b) orally examine, either alone or in the presence of any other person, as the agent thinks fit, with respect to matters relating to this Agreement, every employee who the designated agent finds in or about the premises or place and require such employee to answer the questions put to him.
 - (c) require the production of any notice, book, list, file, electronic file, computer or document which is by this Agreement required to be kept, exhibited or made, and inspect, examine and copy the same.
 - (d) require the production of and inspect, examine and copy all pay sheets, file, electronic file, computer, or books wherein an account is kept of actual wages or remuneration paid to an employee whose wages are prescribed by this Agreement.
- (2) The designated agent, when entering, inspecting or examining any such place shall, on request, ~~produce his certificate of authority and may take with him an interpreter or any other person~~ reasonably required to assist in conducting an inspection.
- (3) Every person upon who the provisions of this Agreement are binding shall grant the designated agent any facility and assistance at a workplace that is reasonably required by a designated agent to effectively perform the designated agent's functions.

11. MONTHLY STATEMENT

- (1) All payments made to the Council in terms of clause 43, 44, 45, 47, 48 and to the Provident Fund in terms of clause 46 of this Agreement, shall be accompanied by a statement in the form specified in Annexure G to this Agreement.
- (a) Such statement is to be submitted by no later than the fifteenth (15th) day of each month following that in respect of which they are due.
 - (b) Such statement is to be accurately completed by the employer and is an acknowledgement of what the employer owes the Council and the Provident Fund.
- (2) Any monies received by the Council from an employer as payment in terms of subclause (1) shall, taking into account all the monies then owing to the Council by that employer, in the sole discretion of the Council, be allocated to and set off:-
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- (a) against such amounts as have, at the date of such payment, been owing to the Council for the longest period of time, regardless of the intention of or any indication given by the said employer at the time of payment in respect of the allocation of such payment; or
- (b) on a pro rata basis, against any amounts owing to the Council; or
- (c) first against the Provident Fund contributions and thereafter as per (a) or (b) above; or
- (d) firstly to any costs incurred by the Council by reason of the failure of the Employer to make payment on or before the due date, including but not limited to any collection costs, collection commission and late payment interest.

12. COMPULSORY RETIREMENT AGE

- (1) Subject to the provisions of subclause (2) and (3) hereof, any employee who enters the industry shall retire at the age of 60:

Provided that any employee who is employed in the industry at the date upon which this Agreement comes into operation and who has already attained the age of 60 years shall retire at or before the age of 65.

- (2) Any employee who is employed in the industry at the date upon which this Agreement comes into operation and has attained the age of 55 years or more may retire within 5 years of his present age, but shall retire at the age of 65.
- (3) Any employer who is registered with the Council in terms of clause 5 of this Agreement and every employee who is employed in the industry as at the date on which this Agreement comes into operation, shall submit acceptable documentary proof of the employee's age to the Council.
- (4) The provisions of subclause (3) shall also apply to any employer or employee who enters the industry after the date on which this Agreement comes into operation.
- (5) Any person currently employed by an employer and who has attained the age of 64 years or more shall retire within one year after the date on which this Agreement comes into operation.
- (6) Notwithstanding clauses 1 to 5 here above an employee may work beyond the age of 60 with the consent of his employer but must retire at age 65 unless an exemption is granted by the Council.



13. WEEKLY RETURN OF EMPLOYEES

- (1) Every employer shall submit to the Council a statement in the form specified in Annexure D of this Agreement reflecting particulars of any employees engaged, discharged, or who resigned during any month.
- (2) Such statement is to be submitted by no later than the fifteenth (15th) day of each month following that in respect of which they are due.

B. Terms and Conditions of Employment**14. DISPUTE RESOLUTION**

- (1) (a) In the event of a dispute arising about the interpretation or application of the Collective Agreement, the parties to the dispute must first refer the dispute to the Council for conciliation. If the dispute remains unresolved, any party to the dispute may request that the dispute be resolved through arbitration.
- (b) The party who refers the dispute to the Council must satisfy the Council that a copy of the referral has been served on all the other parties of the dispute.
- (2) (a) If a dispute is referred to the Council, and any party to the dispute is not a party to the Council, the Council must attempt to resolve the dispute:—
 - (a) through conciliation; and
 - (b) if the dispute remains unresolved after conciliation, the Council must arbitrate the dispute if —
 - (i) the Act requires arbitration and any party to the dispute has requested that may be resolved through arbitration; or
 - (ii) all the parties to the dispute consent to arbitration under the auspices of the Council
- (3) The dispute resolution procedure, as per Annexure F, deals with the manner in which the Council and its conciliators conduct dispute resolution proceedings.



15. PIECEWORK

- (1) No employer shall require or allow any person to work according to a system by which earnings are based on quantity of work done, except as provided in clause 16.
- (2) The failure to comply with subclause 1 here above, the employer shall pay a penalty as stipulate in Schedule 2 table 1 of the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997), as amended. Such payment shall be made to the Council, as follows:-

Table One: Maximum Permissible Fine not Involving an Underpayment

No previous failure to comply	R300 per employee in respect of whom the failure to comply occurs
A previous failure to comply in respect of the same provision	R600 per employee in respect of whom the failure to comply occurs
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provision within three years	R900 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in respect of the same provision within three years	R1200 per employee in respect of whom the failure to comply occurs
Four previous failures to comply in respect of the same provision within three years	R1500 per employee in respect of whom the failure to comply occurs

16. INCENTIVE BONUS

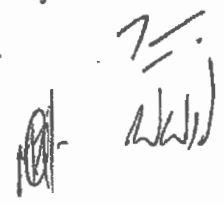
- (1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of this Agreement, an employer may base an employee's remuneration on his output or the quantity of work done: -Provided that no such remuneration shall be permissible except in

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- the form of an incentive scheme, the terms of which have been agreed upon as set out in subcauses (2), (3) and (4) below.
- (2) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees, which may agree upon the terms of any such scheme.
- (3) The terms of any such incentive scheme, and any subsequent alteration thereto which may have been agreed upon by the committee, shall be reduced to writing and be signed by the members of the committee and shall not be varied by the committee or terminated by either party unless the party wishing to vary or terminate the agreement has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such an agreement.
- (4) An employee employed on an incentive bonus scheme for any period of time shall be paid by the employer the full amount earned by him under the incentive bonus rates agreed upon in terms of this clause.
- (5) The provisions of this clause shall not apply to learners or apprentices.

17. OUTWORK

- (1) No employer shall require or allow any of his employees to undertake work in connection with the Furniture Manufacturing Industry elsewhere than in his establishment, except when such work is in completion of an order placed with such employer and consists of fitting, assembling, repairing or polishing furniture in premises owned or occupied by the person for whom the work is undertaken.
- (2) No employee engaged in the Industry shall solicit or take orders for or undertake any work in connection with the Industry on his own account for sale or on behalf of any other person or firm for reward, whether for remuneration or not, while in the employ of an employer in the Industry.
- (3) No employer and/or employee shall undertake any work in connection with the Furniture Manufacturing Industry in any premises other than premises registered under the Occupational Health and Safety Act, 1993, or in factories registered with the Council and used solely for the work in the Industry, except such outwork as is provided in for in subclause (1) above.
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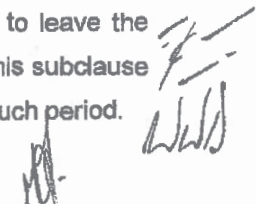
- (4) No employer shall give out work in connection with the manufacturing of furniture, either in whole or in part, irrespective of the materials used, other than in premises subject to registration in terms of the Occupational Health and Safety Act, 1993, and or factories registered with the Council and used solely for work in the Industry, except such outwork as is provided for in subclause (1).

18. HOURS OF WORK

Normal Working Hours

- (1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee, other than one exclusively employed as a caretaker or a watchman or for the delivery of goods, or foremen, managers, sub-managers, senior managerial, professional, technical or administrative personnel in receipt of a salary of not less than **R205'433.30** per annum as per Notice Number 531 of Government Gazette No. 37795 of 1 July 2014, or as amended from time to time:-

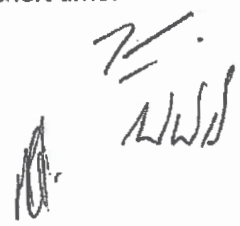
- (a) to work for more than 44 hours normal time, excluding meal intervals, in any one working week, comprising of: -
- (i) Monday, Tuesday, Wednesday, Thursday, Friday.
- (b) to work more than ten(10) hours, excluding meal intervals on any one day;
- (c) to work continuously for more than five (5) hours without a meal interval of not less than one hour: Provided that:-
- (i) an employer may agree with his employee to reduce the period of such intervals to not less than 30 minutes, and in that event the intervals may be so be reduced; and
- (ii) periods of work interrupted by intervals of less than one hour, except where subclause 1(c)(i) applies shall be deemed to be continuous.

- (2) An employee shall be deemed to be working in addition to any period that he is actually working:-
- (a) during the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval;
- (b) during any other period during which he is on the premises of his employer: Provided that if it is established that any such employee was not working and was free to leave the premises during any portion of any period, the presumption provided for in this subclause shall not apply in respect of such employee with reference to that portion of such period.
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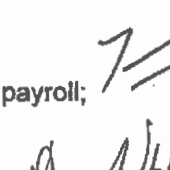
- (c) The employer must decide on the firm's ordinary weekly working hours from a range of ordinary weekly working hours from 40 hours to a maximum of 44 hours per week.
 - (d) The employer must inform employees and the Council of their firm's ordinary weekly working hours and to display them in a conspicuous place within the workplace.
 - (e) Should an employer wish to change the firm's ordinary working hours from what they had notified the Council and their employees they would be required to apply for an exemption from the Council before implementing any change to their ordinary weekly working hours. The Council may require seventy five per cent of the firm's employees to support the proposed change to the firm's ordinary weekly working hours.
- (3) Every employer shall display in his establishment in a place readily accessible to his employees a notice in the form specified in Annexure B to this part of the Agreement, specifying the starting and finishing times of work for each day of the week and the meal interval.
- (4) The provisions of this clause shall not apply to a watchman whose employer grants him a day off work of at least 24 consecutive hours in respect of every week of employment: Provided that:-
- (i) the employer makes no reduction in the watchman's wage in respect thereof;
 - (ii) in lieu of granting a watchman any such day off, an employer pays such watchman the wages he should have received if he had not worked on such day, plus an amount of not less than double his daily wage in respect of such day not granted.

19. SHORT TIME

- (1) If owing to a slackness of trade, shortage of raw materials or a general break down of plant or machinery caused by accident or other unforeseen emergency, including any disruption in electricity supply, in any establishment it is found impossible to work full time, short time shall be worked by distributing the work fairly among the employees affected in the sections concerned.
- (2) An employee who on any day reports for duty at the usual starting time of the establishment and for whom work is not available for the whole the day in question, shall be paid in respect of such day an amount of not less than four hours' wages, unless he was notified by his employer by letter, email, WhatsApp, Short Message System (SMS), telephone call or by notice in a prominent place the previous working day.
- (3) The provisions of this clause shall not apply to learners who entered into learnership or apprenticeship contracts after August 1998, except where the entire factory is on short time.



20. PAYMENT OF REMUNERATION

- (1) (a) Remuneration shall be paid weekly, fortnightly or monthly in cash or by direct deposit into an employee's bank account, on the pay day of each establishment and not later than fifteen (15) minutes before the usual stopping time, or on termination of employment if this takes place before the ordinary pay day. The pay day of every establishment shall not be later than a Friday in each week when an employee is paid weekly, or by every second Friday when an employee is paid fortnightly, or by the last working day of the month in the case of a monthly paid employee, except where a Friday is a non-working day, then the pay day shall be the last working day preceding such Friday.
- ~~(b) If wages and overtime are paid electronically as per the provisions of paragraph (a) of this subclause, the wages and overtime must be available on the due pay date and shall be available for withdrawal by the advertised time of closing, as provided for in subclause (1)(a).~~
- (c) Notwithstanding the provisions of subclause (1)(a), an employer and his employee may agree that the remuneration, if any, due to the employee in respect of that portion, if any, of the week immediately preceding the date upon which the employee's annual leave referred to in clause 45(3)(a) commences, shall be paid to the employee at the same time as the employee's remuneration, if any, due to the employee in respect of the week or portion of the week immediately following the date upon which the employee said annual leave ends.
- (2) Any remuneration due to an employee and paid in cash shall be handed to him in a sealed envelope. The employee is to verify signed acknowledgement of receipt of the amount reflected on the envelope in the presence of the employer or his designate.
- (3) The employer must provide an employee with a statement by no later than fifteen (15) minutes before the usual stopping time on each pay day on which shall be recorded:-
- (a) the employer's name;
 - (b) the employee's name, occupation, rate of pay, his number on the employer's payroll;
 - (c) the number of ordinary hours of work worked by the employee;
- 

- (d) the number of overtime hours worked by the employee;
- (e) the number of hours worked by the employee on Sunday, a public holiday or during his free period;
- (f) the employee's wage;
- (g) the details on any other remuneration arising out of the employee's employment;
- (h) the details on any deductions made;
 - (i) the actual amount paid to the employee;
 - (j) the period in respect of which payment is made; and
 - (k) the holiday and bonus fund contributions due by the employer for the pay period.

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

- (4) No premium for the training of an employee shall be charged or accepted by the employer:

Provided that this subclause shall not apply in respect of training schemes to which the employer is legally required to contribute.

- (5) No charge, for damage done to material or deduction of any description, other than the following may be made from the remuneration due to an employee:

- (a) except where otherwise provided in this Agreement, an amount proportionate to any period when an employee is not at work other than on the instructions or at the request of the employer;
- (b) with the written consent of the employee, deductions for sick, insurance, pension or other similar funds, membership of which is not compulsory in terms of any of the Council's agreements;
- (c) deductions in terms of the Council's agreement;
- (d) contributions in terms of the Council's agreement;
- (e) a deduction of any amount that an employer is required or permitted to make by law or by order of any competent court;
- (f) any amount that may be set off in accordance with common law against any debt owing to an employer by an employee;
- (g) subject to the provisions of clause 19, a deduction proportionate to the amount of short time worked;

- (h) a deduction proportionate to any time that an establishment may be closed by mutual agreement between the employer and not less than 75% of his employees;
 - (i) deductions in respect of loans granted in terms of the rules of the Council's Provident Fund Housing Assistance Scheme.
 - (j) deduction in respect of damage determined by disciplinary hearing due to negligence.
- (6) During the first four weeks of service of an employee no contributions shall be made by an employer nor his employee in respect of such employee, where after all contributions in terms of this agreement by both the employer and employee become due and payable. However, if the employee is in employment in excess of four weeks then the Holiday and Bonus Fund contributions from the employee's date of engagement is due and payable. Such amount is to be paid to the Council in the month following.

21. OVERTIME

- (1) Subject to the provisions of this clause, an employer may not require or permit an employee:-
- (a) to work overtime except in accordance with an agreement;
 - (b) to work more than:-
 - (i) three (3) hours overtime on a normal work day; and
 - (ii) thirteen (13) hours overtime a week.
- (2) (a) All time worked in excess of the establishment's normal daily and weekly hours of work in any one week, including:-
- Saturdays and any time worked outside of the specified starting and finishing times of work for each day of the week in terms of clause 18(3), other than time worked or deemed to have been worked on a Sunday, shall be regarded as overtime.
- (b) **PAYMENT FOR OVERTIME:**
- (i) An employer shall pay an employee who works overtime at a rate of not less than:-
 - (a) in respect of overtime up to 13 hours in any one week, one and a half times his hourly wage rate for each hour or part of an hour so worked;

- (b) in respect of overtime exceeding thirteen (13) hours in any one week, double his ordinary hourly wage rate.

(ii) **Top Up Lost Normal Time Hours** – overtime hours in the same week, excluding hours worked on a Sunday, can be used to top up unpaid normal time hours of the same or following week before overtime becomes payable.

(c) PAYMENT FOR PUBLIC HOLIDAYS:

- (i) An employer may not require an employee to work on a public holiday except in accordance with an agreement;
- (ii) If a public holiday falls on a day on which an employee would ordinarily work, an employer must pay:-

- (a) an employee who does not work on the public holiday at least the wage the employee would ordinarily have received for work on that day;
- (b) An employee who does work or is deemed to have worked on the public holiday:-
 - (i) at least double the amount referred to in paragraph (a); or
 - (ii) if it is greater, the amount referred to in paragraph (a) plus the amount earned by the employee for the time worked on that day.

(d) PAYMENT FOR SUNDAY WORK:

- (i) An employer shall pay an employee who works on a Sunday at double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer shall pay the employee at one and a half times the employee's wage for each hour worked.
- (ii) If an employee works less than an employee's ordinary shift on Sunday and if the payment that the employee is entitled to in terms of subclause (i) is less than the employee's ordinary daily wage, the employer shall pay the employee the employee's ordinary daily wage.
- (iii) Notwithstanding subclauses (i) and (ii), an agreement may permit an employer to grant an employee who works on a Sunday paid time off equivalent to the difference in value between the pay received by the employee for working on the

Sunday and the pay that the employee is entitled to in terms of either subclauses

(i) and or (ii).

(iv) Any time worked on a Sunday by an employee who does not ordinarily work on a Sunday shall not be taken into account in calculating an employee's ordinary hours of work in terms of clause 18 of this Agreement regarding hours of work, but shall be taken into account in calculating the overtime hours of work by the employee in terms of clause 21(1)(b) regarding overtime.

(v) If a shift worked by an employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on another day, in which case the whole shift shall be deemed to have been worked on the other day.

(vi) An employer shall grant paid time off in terms of subclause (iii) within one month of the employee becoming entitled to it.

(vii) An agreement in writing may increase the period contemplated by subclause (d)(vi) here above to 12 months.

(e) PAYMENT FOR TIME WORKED IN

For any time worked in by agreement between an employer and at least 75% of his employees in lieu of normal working time which will be lost owing to the closure of a factory only on any of the days mentioned in clause 45 (1), an employee shall be paid at the ordinary hourly rate for the employee concerned: Provided that such time shall be worked in during the four weeks prior to such closure on the respective days.

(f) ELECTRICAL POWER OUTAGES

For any time worked in by agreement between an employer and at least 75% of his employees in lieu of normal working time which will be lost owing to the closure of a factory, an employee shall be paid at the ordinary hourly rate for the employee concerned: Provided that such time shall be worked in during the following four weeks to such closure.



- (3) The provisions of subclause (2) (a) shall not apply to any employees specified in Notice Number 531 of Government Gazette No. 37795 of 1 July 2014; namely foremen, managers, sub-managers, senior managerial, professional, technical or administrative personnel in receipt of a salary of not less than R205'433.30 per annum, or as amended from time to time.

22. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

- (1) An employee who is included in one of the classes mentioned in PART II of this Agreement and who at the date of coming into operation of this Agreement is receiving a higher wage than the minimum wage for such class as specified in Annexure A shall, for as long as he remains in the service of the same employer and is engaged in the same class of work, receive a wage not lower than the wage he is receiving on such a date, subject to the condition that the Council may authorize a reduction of higher wage to the level prescribed in this Agreement for an employee of his class.

23. WAGES

- (1) Subject to the provisions of clauses 20, 21, 43, 44, 45 and 46 of this part of the Agreement, no employer shall pay and no employee shall accept wages lower than those described in Annexure A of PART III, of this Agreement, as amended from time to time.
- (2) The failure to comply with subclause 1 here above, the employer shall pay a penalty as stipulate in Schedule 2 table 2 of the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997), as amended. Such payment shall be made to the Council, as follows:-

Table Two: Maximum Permissible Fine Involving an Underpayment

No previous failure to comply	25% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within three years	50% of the amount due, including any interest owing on the amount at the date of the order

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A previous failure to comply in respect of the same provision within a year, or two previous failures to comply in respect of the same provision within three years	75% of the amount due, including any interest owing on the amount at the date of the order
Three previous failures to comply in respect of the same provision within three years	100% of the amount due, including any interest owing on the amount at the date of the order
Four previous failures to comply in respect of the same provision within three years	200% of the amount due, including any interest owing on the amount at the date of the order

24. EMPLOYMENT OF MINORS

- (1) No person shall employ a child in the Industry:-
- (a) who is under 15 years of age; or
 - (b) who is under the minimum school leaving age in terms of any law or is under the age of 15 years.
- (2) No person may employ a child in employment:-
- (a) that is inappropriate for a person of his age;
 - (b) that places at risk the child's well-being, education, physical or mental health, or spiritual, moral or social development.
- (3) A person who employs a child in contravention of subclause 1 or 2 commits an offence.
- (4) Employment of children 15 years of age or older:-
- (a) subject to section 43 (2) of the Basic Conditions of Employment Act, 1997, the Minister may, on the advice of the Council, make regulations to prohibit or place conditions on the employment of children who are at least 15 years of age and no longer subject to compulsory schooling in terms of any law.
 - (b) a person who employs a child in contravention of subparagraph (a) commits an offence.

- (5) Medical examinations: the Minister may, after consulting the Council, make regulations regarding the conduct of medical examinations of children in employment.
- (6) Prohibitions:
- (a) it is an offence to –
- (i) assist an employer to employ a child in contravention of this Agreement;
- (ii) discriminate against a person who refuses to permit a child to be employed in contravention to this Agreement.
- (7) Evidence of age: in any proceedings in terms of this Agreement, if the age of an employee is a relevant factor for which insufficient evidence is available, it is for the party who alleges that the employment complies with the provisions of this clause to prove that it was reasonable for that party to believe, after investigation, that the person was not below the permitted age in terms of subclauses (1), (2) and (4).
- (8) Prohibition of forced Labour:-
- (a) Subject to the Constitution of the Republic of South Africa, all forced labour is prohibited.
- (b) No person may, for his own benefit or for the benefit of someone else, cause, demand or impose forced labour in contravention of subclause (a).
- (c) A person who contravenes subclauses (a) or (b) commits an offence.
- (9) Any person found to have committed an offense in terms of this clause and who at the commencement date of the child's employment was under the age of fifteen (15) years shall pay a penalty as stipulate in Schedule 2 table 1 of the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997), as amended. Such payment shall be made to the Council. Such penalty is to be paid to the Council.

25. FORENOON AND AFTERNOON INTERVALS

- (1) Every employee shall be given an interval of ten minutes both in the forenoon and afternoon of each day, and such intervals shall be deemed to be time worked.



26. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION

- (1) An employer who requires or permits a member of one class of his employees to perform, either in addition to his own work or in substitution for such work or work for another class for which, either:-
- (a) a wage higher than that of his own class; or
 - (b) a rising scale of wages terminating in a wage higher than that of his own class, as prescribed in PART III, Annexure A, shall pay to such employee in respect of that day:-
 - (i) In the case referred to in paragraph (a), not less than the daily wage calculated on the highest hourly rate for the higher class.
 - (ii) In the case referred to in paragraph (b), not less than the daily wage calculated on the highest hourly rate for the highest class: Provided that where the difference between classes in the terms of PART III, Annexure A is based on experience, the provisions of this clause shall not apply.
 - (iii) Sub-clause (b)(i) and (ii) shall not apply where an employer and employee have entered into a written agreement where an employee accepts a lesser hourly rate for the hours worked in a lower class of work.
- (2) Subclause (1) here above is to be read with clause 30, basis of payment.

27. ABATEMENT OF WAGES




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



28. CONTRACT OF SERVICE

- (1) Subject to the provisions of clause 29 of this Agreement, the permanent appointment of any employee who enters the service of an employer in the industry shall be subject to the completion of a probationary period of not more than 13 weeks.
- (2) Every employer shall, when engaging a new employee, issue such an employee with a letter of appointment in the form specified in Annexure E or in any other form as may be specified by the Bargaining Council.
- (3) A employee on a fixed period contract shall become a permanent employee after three (3) months of service, subject to the provisions of Section 198B of the Labour Relations Act.

29. TERMINATION OF EMPLOYMENT

- (1) Subject to subclause (4) hereof, a contract of employment may be terminated by either party giving notice of not less than:-
 - (a) 24 hours, if the employee has been employed for thirteen (13) weeks or less;
 - (b) two weeks, if the employee has been employed for more than thirteen weeks, but not more than fifty two (52) weeks;
 - (c) four weeks, if the employee has been employed for more than fifty two (52) weeks
 - (2) (a) Notice of termination of a contract of employment shall be given in writing, except when it is given by an illiterate employee in which case it shall be given in the presence of a fellow employee or witness.
(b) If an employee receives notice of termination of employment and is not able to understand such notice, the notice shall be explained orally by, or on behalf of, the employer to the employee in an official language the employee reasonably understands.
 - (3) Notice of termination of a contract of employment given by an employer shall:-
 - (a) not be given during any period of leave to which the employee is entitled in terms of clause 45 (3) (a); and
 - (b) not run concurrently with any period of leave to which the employee is entitled in terms of clause 45 (3) (a), except in the case of sick leave.
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(4) PAYMENT INSTEAD OF NOTICE

- (a) Instead of giving an employee notice in terms of subclause (1), an employer may pay the employee the remuneration the employee would have received, calculated in accordance with this Agreement, if the employee had worked during the notice period.
- (b) If an employer gives notice of termination of employment and the employer waives any part of the notice, the employer shall pay the remuneration referred to in subclause (4) (a), unless the employer and the employee have agreed otherwise in writing.
- (c) If an employee fails to give an employer notice of termination and fails to work out notice in terms of subclause (1), an employer may claim such notice pay from the employee's Holiday and Bonus Fund.

(5) Nothing in this clause affects the right:—

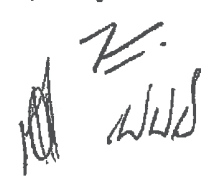
- (a) of a dismissed employee to dispute the lawfulness or fairness of the dismissal in accordance with Chapter VIII of the Labour Relations Act, 1995, or any other law; and
- (b) of an employer or an employee to terminate a contract of employment without notice for any cause recognized by law.

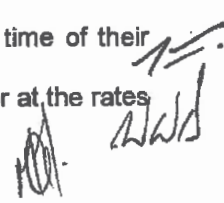
30. BASIS OF PAYMENT

- (1) Notwithstanding anything to the contrary contained in this Agreement, payment for all work done shall be at the rate prescribed for the operation or operations performed, and shall not be based on the technical skills or qualifications of the employee concerned.

31. NIGHT-SHIFT WORK

- (1) In this section, "night work" means work performed after 18H00 and before 06H00 the next day.
- (2) An employer may only require or permit an employee to perform night work if so agreed, and if:-
 - (a) the employee is compensated by the payment of a ten percent (10%) allowance on his wage rate in addition to his wage rate for all time worked during the night shift, or by a reduction of working hours; and



- (b) transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.
- (3) An employer who requires an employee to perform work after 23H00 and before 06H00 of the next day on a regular basis shall:-
- (a) inform the employee in writing, or orally if the employee does not understand a written communication, in a language that the employee understands:-
- (i) of any health or safety hazards associated with the work that the employee is required to perform; and
- (ii) of the employee's right to undergo a medical examination in terms of subclause (3) (b) here below;
- (b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards:-
- (i) before the employee starts, or within a reasonable period of the employee starting such work; and
- (ii) at appropriate intervals while the employee continues to perform such work; and
- (c) shall transfer the employee to suitable day work within a reasonable time if:-
- (i) the employee suffers from health conditions associated with the performance of night work; and
- (ii) it is practicable for the employer to do so.
- (4) For the purposes of subclause (3), an employee performs night work on a regular basis if the employee works for a period of longer than one hour after 23H00 and before 06H00 at least five times per month or 50 times per year.
- (5) The Minister may, after consulting the Council, make regulations relating to medical examinations for employees who perform night work.
- (6) If a shift worked by an employee falls on a public holiday and another day, the whole shift shall be deemed to have been worked on a public holiday, but if the greater portion of the shift was worked on the other day, the whole shift shall be deemed to have been worked on the other day.
- (7) All the provisions of this Agreement relating to day shift workers shall *mutatis mutandis* apply equally to night shift workers, and all time worked by night-shift workers after the time of their usual shift in the establishment concerned shall be regarded as overtime and paid for at the rates
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prescribed in clause 21 as applying to the day the shift was deemed to have been worked as per subclause (6) here above.

32. HOURLY RATES

- (1) Notwithstanding anything to the contrary contained in this Agreement, all work performed by employees, other than employees in receipt of a fixed weekly, fortnightly or monthly wage, shall be paid for at an hourly rate, the hourly rate to be determined by dividing the actual weekly wage by 44 or such lesser number of hours as may be ordinarily worked by an establishment.
- (2) In order to determine the hourly rate of a monthly paid employee, for example in order to calculate the overtime pay that may be due to such an employee, the employee's monthly wage shall be divided by 4,333 and thereafter by 44 or such lesser number of hours ordinarily worked by an establishment.
- (3) In determining the actual weekly or monthly wage of any worker engaged in night-shift work, there shall be included therein the additional 10% of the prescribed rate referred to in clause 31.

33. SICK LEAVE

- (1) An employee's "sick leave cycle" means the period of 36 months employment with the same employer immediately following:
 - (a) an employee's commencement of employment; or
 - (b) the completion of that employee's prior sick leave cycle.
- (2) During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks. Unless an employee is contracted to work less than five days a week it would mean that an employee working a five day week is to receive thirty (30) days paid sick leave per sick leave cycle.
- (3) Notwithstanding subclause (2), during the first six months of employment, an employee shall be entitled to one (1) day's paid sick leave for every twenty six (26) days worked.
- (4) During an employee's first sick leave cycle an employer may reduce the employee's entitlement to sick leave in terms of subclause 2 by the number of days sick leave taken in terms of subclause (3).

(5) Subject to subclause 6, an employer shall pay an employee for a day's sick leave the wage the employee would ordinarily have received for work:-

- (a) the Employee would have ordinarily have received on that day; and
- (b) on the employee's usual payday.

(6) An employee may take sick leave in respect of the whole or a part of the day.

(7) PROOF OF INCAPACITY

(a) An employer is not required to pay an employee in terms of subclause (5) if the employee has been absent from work for more than two (2) consecutive days or on more than two (2) consecutive occasions during an eight-week period, and, on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.

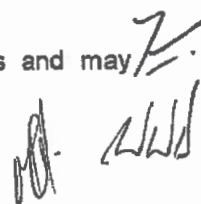
~~(b) The medical certificate shall be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.~~

34. TRIAL PERIOD

- (1) An employee's first thirteen (13) working weeks of employment with his employer shall be a trial period paid for according to the latest wage agreement. Clause 20(6) shall *mutatis mutandis* apply.
- (2) The termination of such employment during a trial period shall be subject to notice of twenty four (24) hours.

35. MATERNITY LEAVE AND TEMPORARY CONTRACT EMPLOYEES

- (1) A female employee shall be entitled to unpaid maternity leave as specified hereunder: Provided that the employee has worked for the same employer for a period of twelve (12) consecutive months (excluding unpaid leave) immediately preceding such maternity leave.
 - (a) The maternity leave shall be for a period not exceeding six (6) months and may commence one month prior to the expected date of her confinement.



- (b) During such leave the employee shall have a guarantee of re-employment on the same terms and conditions that applied on the date of her going on maternity leave.
 - (c) Should such terms and conditions have been altered during her maternity leave by an amendment to any of the agreements under the Council's jurisdiction, such new terms and conditions shall apply.
- (2) The maternity leave with the guarantee of re-employment shall be subject to the following conditions:-
- (a) The employee on maternity leave shall give her employer not less than five (5) working days' notice of her intention to return to work.
 - (b) Proof of confinement shall be submitted to the employer after the employee's return to work in the form of a birth certificate, or a death certificate in the case of a miscarriage.
 - ~~(c) The employer shall be permitted to employ a temporary employee in the same category~~ as the employee who has been granted maternity leave on a temporary contract agreement for the period of absence of the employee who has been granted maternity leave.
 - (d) During the period referred to in subclause (c) all the provisions of the Agreements administered by the Council shall apply to the employer and the temporary employee.
 - (e) The services of a temporary employee employed in terms of this clause may be terminated by the employer or the employee as provided in clause 29 hereof.

36. SEVERANCE PAY

- (1) On the termination of an employee's contract of employment as a result of any of the following:-
- (a) Retrenchment; or
 - (b) Redundancy;
- such employee shall receive from his employer severance pay: Provided that such severance pay shall not be less than one week for every completed year of service.



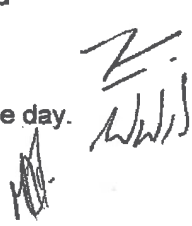
37. CASUAL EMPLOYEES

- (1) A casual employee means an employee that works for an employer for less than twenty four (24) working hours in a month.

38. NEW ENTRANT

The minimum wage of a new entrant shall not be less than the wage as at the 1st of October of the previous year. The minimum wage of a new entrant engaged in any or all of the operations specified, shall be as specified in Annexure A of PART III of this Agreement.

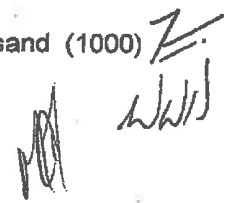
39. FAMILY RESPONSIBILITY LEAVE

- (1) This clause applies to an employee:-
- (a) who has been in employment with an employer for longer than four (4) months; and
 - (b) who is contracted to work for that employer for at least four (4) days a week.
- (2) An employer shall grant an employee, during each annual leave cycle, at the request of the employee, three (3) days paid leave, and two days unpaid leave, which the employee is entitled to take:-
- (a) when the employee's child is born;
 - (b) when the employee's child is sick; or
 - (c) in the event of the death of:-
 - (i) the employee's spouse or life partner; or
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- (3) Subject to subclause (5), an employer shall pay an employee for a day's family responsibility leave:-
- (a) the wage the employee would ordinarily have received for work on that day; and
 - (b) on the employee's usual pay day.
- (4) An employee may take family responsibility leave in respect of the whole or a part of the day.
- 

- (5) Before paying an employee for leave taken in terms of this clause, an employer may require reasonable proof of the event contemplated in subclause (1) for which the family responsibility leave was requested.
- (6) An employee's unused entitlement to leave in terms of this clause lapses at the end of the annual leave cycle during which it accrues.

40. TRADE UNION REPRESENTATIVES

- (1) **NUMBER OF SHOP STEWARDS:** In any work place in which at least ten (10) members of a representative trade union are employed, those members are entitled to elect from among themselves:-
 - (a) ~~if there are ten (10) members of the trade union employed in the workplace, one (1) Trade Union representative;~~
 - (b) if there are more than ten (10) members of the trade union employed in the workplace, two (2) trade union representatives;
 - (c) if there are more than fifty (50) members of the trade union employed in the workplace, two (2) trade union representatives for the first fifty (50) members, plus a further one (1) trade union representative for every additional fifty (50) members up to a maximum of seven (7) trade union representatives.
 - (d) if there are more than three hundred (300) members of the trade union employed in the workplace, seven (7) trade union representatives for the first three hundred (300) members, plus one (1) additional trade union representatives for every one hundred (100) additional members up to a maximum of twelve (12).
 - (e) if there are more than 600 members of the trade union employed in the workplace, 10 trade union representatives for the first 600 members, plus one additional trade union representative for every 200 additional members up to a maximum of twelve (12) trade union representatives; and
 - (f) if there are more than one thousand (1000) members of the trade union employed in the workplace, twelve (12) trade union representatives for the first one thousand (1000)



members, plus one (1) additional trade union representative for every five hundred (500) additional members up to maximum of twenty (20) trade union representatives.

- (2) The name/s of the shop steward/s and/or senior shop steward/s elected in the employer's establishment shall be conveyed to the employer in writing by the trade union as soon as they become known.
- (3) The constitution of the representative trade union governs the nomination, election and the terms of office and removal from office of a trade union representative.
- (4) A trade union representative has the right to perform the following functions:-
- (a) at the request of an employee in the workplace, to assist and represent the employee in grievance and disciplinary proceedings;
 - (b) to monitor the employer's compliance within the workplace related to the provisions of this Agreement and of any law regulating terms and conditions of employment and any collective agreement that is binding on the employer;
 - (c) to report any alleged contravention of the workplace related provisions of this Agreement and of , any law regulating terms and conditions of employment and any collective agreement that is binding on the employer to:-
 - (i) the employer;
 - (ii) the representative trade union; and
 - (iii) the Council; and
 - (d) to perform any other function agreed to between the representative trade union and the employer.
- (5) **SHOP STEWARD TRAINING:** For the purpose of attending the training course and/or training seminars arranged by the trade union party to this Agreement, shop stewards shall be entitled to three days' paid leave per annum and senior shop stewards to six days' paid leave per annum with effect from the date of coming into operation of this Agreement, subject to the following conditions:-
- (a) The cycle of shop steward leave shall commence on 1 January of each year. Leave not taken by the shop steward and/or senior shop steward shall accrue to a newly elected shop steward and/or senior shop steward during any one leave cycle. Leave shall not be cumulative nor shall it be transferable from one employer to another.
 - (b) Shop steward leave shall only be taken in the first eight calendar months of the year.

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

(6) — TRADE UNION OFFICE BEARERS — TIME OFF WORK


Time off work for trade union office bearers to attend trade union business is to be discussed directly with the employer of the respective trade union office bearers.

41. SUBSISTENCE ALLOWANCE

- (1) Whenever the work of an employee, for whom wages are prescribed in this agreement, precludes him from returning to his normal place of residence for his nights rest, he shall be paid, in addition to his ordinary remuneration, a subsistence allowance of not less than two hundred rand (R200) per such night.
- (2) The subsistence allowance excludes the cost of a meal and of obtaining a bed.

42. INDUSTRY RECRUITMENT POLICY

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



C. Contributions and Deductions**43. EXPENSES OF THE COUNCIL**

- (1) For the purpose of meeting the expenses of the Council, every employer shall deduct from the wages of each of his employees for whom a wage is prescribed in terms of this agreement an amount of:-

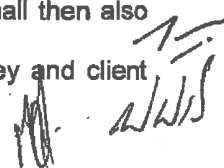
(a) Four Rand and Fifty Cents (R4.50) from the coming into operation of this Agreement.

Provided that no contribution shall be made in respect of any week if the earnings of the employee for such week do not exceed two fifths of his wage per week.

- (2) (a) To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the 15th day of each month, the total sum to the Secretary of the Council.

(b) Should any amount due in terms of this clause not be received by the Council on the 15th day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest in terms of the applicable rate in terms of the Prescribed Rate of Interest Act on such amount or on such lesser amount as remains unpaid at the rates prescribed by the Prescribed Rate of the Interest Act, 1975, as amended, calculated from such 15th day until the day on which payment is actually received by the Council:

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



and all such collection commission and interest, and thereafter the reduction of the overdue capital amount.

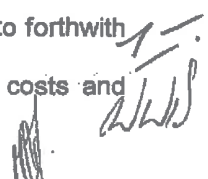
44. TRADE UNION CONTRIBUTIONS

(1) Every employer shall each week deduct from the wages of each of his employees who are members of the trade union that is a party to this Agreement such contribution as may be payable by such employee to the trade union. The amounts so deducted shall be as determined in the constitution of the trade union concerned. The contributions so collected shall be paid to the Secretary of the Council not later than the 15th day of each month following that in respect of which they are due.

(2)(a) An employer who is in arrears with payments in terms of subclause (1) and who fails after being warned in writing by the Council to forward the outstanding amounts, shall upon being notified by the Council in writing to do so, submit the amounts payable in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay day of the week in respect of which the amounts are due. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on a monthly basis, as provided in terms of subclause (1).

(b) Should any amount due in terms of this clause not be received by the Council on the 15th day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay the applicable interest in terms of the applicable rate in terms of the Prescribed Rate of Interest Act on such amount or on such lesser amount as remains unpaid at the rates prescribed by the Prescribed Rate of the Interest Act, 1975, as amended, calculated from such 15th day until the day on which payment is actually received by the Council:

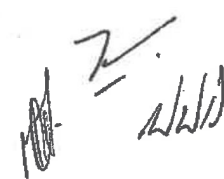
Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance. In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date the employer shall then also be liable to forthwith pay any such costs of whatever nature, between attorney and client and all such costs and



collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment made by the employer firstly by the satisfaction of such costs, collection commission and interest, and thereafter the reduction of the overdue capital amount.

45. HOLIDAYS AND THE HOLIDAY BONUS FUND

- (1) All public holidays as specified in the Public Holidays Act, 1994, or as may further be declared as such by the President of the Republic of South Africa by Government Gazette, shall be paid public holidays in terms of this Agreement.
- (2) Whenever a public holiday, as defined in subclause (1), falls on a Sunday, the following Monday shall be a public holiday, in terms of section 2 (1) of the Public Holidays Act, 1994.
- (3) (a) Every employer shall grant his employees annual leave of 15 consecutive working days, to commence not before 16 December and not later than 23 December. Provided that the annual shutdown period shall be extended by virtue of the fact that any statutory public holidays falling within this period shall not be included in the said 15 working days. Provided that the employer shall advise the council at least 30 days prior to the date on which such leave is to commence of the date on which his establishment is to close, and if no such notification is received, an establishment shall close on the afternoon of 22 December.
- (b) Annual leave may be split by agreement with the majority, fifty percent plus one, of the employees provided that a minimum of ten consecutive working days be taken during the annual shut down period. The remaining leave days are to be taken before the end of September of the following year.
- (c) No employer shall perform work or require or allow an employee to perform work and no employee shall undertake or perform work, whether for remuneration or not, during the annual leave referred to in clause (3)(a).



Holiday Bonus Fund:**(4) (a) The fund known as the SOUTH-WESTERN DISTRICTS FURNITURE HOLIDAY FUND**

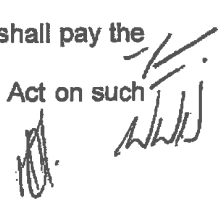
(hereinafter referred to as the Fund), established in terms of the Agreement published in the Schedule to Government Notice No. 465, dated 1 April 1960, is hereby continued. Every employer shall each week pay into the Fund a sum equal to thirteen per cent (13%) of the actual remuneration, excluding the first ten (10) hours of overtime and bonus payments earned by each of his employees during that week. When making such payment, the employer shall furnish a statement in the form specified in Annexure G to this Agreement.

(b) Notwithstanding the provisions of subclause 1(a), the amount of thirteen per cent (13%) may be reduced to six percent (6%) of the remuneration payable to an employee in respect of any week, excluding the first ten (10) hours of overtime and bonus payments earned by each of his employees during that week, during which the employee absents himself from work for any reason whatsoever, other than absence on the instructions or at the request of the employer or for medical reasons with a valid doctor's certificate for more than three hours in one week: Provided that if an employee absents himself from work on account of illness beyond the three-hour limit, the employer may, as a condition precedent to the payment of the latter amount, require the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity: Provided further that the contribution of six cent (6%) in respect of illness need not be paid for any period of absence in excess of twenty five (25) ordinary working days in any one year.

(c) Notwithstanding the provisions of subclauses (a) and (b) any employee who has worked a full year shall receive, as holiday pay, no less than six per cent (6%) of his wages earned during the year and the employer shall be responsible for making up any deficit should the payment an employee receives from the Council amounts to less than this figure.

(d) (i) Amounts payable in terms of subclause (a) hereof shall be paid no later than the 15th day of each month following that in respect of which they are due to the Secretary of the Council.

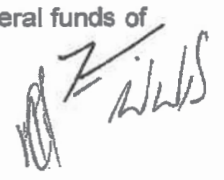
(ii) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay the interest in terms of the applicable rate in terms of the Prescribed Rate of Interest Act on such



amount or on such lesser amount as may remain unpaid at the rates prescribed by the Prescribed Rate of the Interest Act, 1975, as amended, calculated from such 15th day until the day on which payment is actually received by the Council:

Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance. In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date the employer shall then also be liable to forthwith pay all such costs of whatever nature between attorney and client and all such costs and collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment made by the employer firstly by the satisfaction of such costs, collection commission and interest, and thereafter the reduction of the overdue capital amount.

- (e) Amounts payable in terms of subclause (a) hereof shall be paid by the employer in addition to any wage or overtime pay payable to an employee in terms of this Agreement, and shall not be deducted from the wages or overtime pay of such employee.
- (f) The Council shall keep a record of every employee in respect of whom payments are made in terms of subclause (a) hereof to the Fund and the amount paid to the Fund in respect of him.
- (g) The Fund shall be utilised for the purpose of the distribution to the employees of a holiday bonus on the following bases and operating over the following period: Between 8 and 23 December, every employee shall be paid a holiday bonus equal to the amount paid into the Fund in terms of subclause (a) hereof in respect of him during the year ending on the last pay day occurring in October.
- (h) The Council may invest any of the monies belonging to the Fund from time to time on fixed deposit or on call with a bank or registered building society and any interest accruing from such investments shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund.
- (i) Monies due to employees who cannot be traced and who have not claimed payment within a period of two years from the date on which the monies became payable, shall accrue to the general funds of the Council.

- (j) Should the estate of an employer be sequestrated or a company, which is an employer, be placed in liquidation, and any monies due by such employer to the Council in terms of subclause (a) hereof in respect of any period of employment, not exceeding 12 months, have not been paid, the employee in respect of whom the money is due shall be entitled, on such sequestration or liquidation, to one and a half day's leave of each month of such period, not exceeding 12 months.
- (k) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for a similar purpose to that for which the Fund was established or continued in a subsequent agreement.
- (l) (i) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 61 of the Act during any period in which this Agreement is binding, the Council shall, subject to the approval of the Registrar of Labour Relations in terms of the first proviso of the said section of the Act, continue to administer the Fund and the members of such Council at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, however, that any vacancies occurring on the Council may be filled by the Registrar from employers and employees in the Furniture Manufacturing Industry of the South Western Districts to ensure an equality of employer and employee representatives and alternates in the membership of the Council. In the event of the Council being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of such Council, who shall possess all the powers of such Council for that purpose.
- (ii) In the event of there being no Council in existence, the Fund shall upon expiry of the Agreement be liquidated in the manner set forth in paragraph (i) of this clause and if upon such expiry the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 60 of the Act, as if it formed part of the general funds of the Council.
- (m) Upon liquidation of the Fund, the monies remaining to the credit of the Fund after payment of all claims, including administration and liquidation expenses, shall be paid into the general funds of the Council.
- 

(n) A public accountant, an auditor, who shall be appointed by the Council and whose remuneration shall be decided on by the Council, shall audit the accounts of the Fund at least once annually and, not later than 30 June of each year, prepare a statement showing:-

(i) all monies received:-

(a) in terms of subclause (a) thereof; and

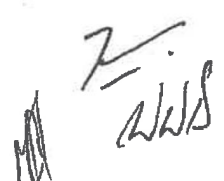
(b) from any other sources; and

(ii) expenditure incurred under all headings during the 12 months ended 31 October preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date.

True copies of the audited statements and balance sheet,

counter signed by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the office of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible but not later than three months after the close of the period covered thereby, be transmitted by the Council to the Registrar of Labour.

46. PROVIDENT FUND



- (1) Subject to clause 20(6) here above every employee whose wages are prescribed in this Agreement shall be member of the Provident Fund of the Furniture Manufacturing Industry of the Western Cape, hereinafter referred to as the "Fund"; as published under Government Notice No. R. 76 of 2 February 2007 and as amended from time to time and shall contribute to the Fund in respect of each week of his employment an amount equivalent to a percentage of his normal wage per week as determined by the Council and reflected in Annexure "G" hereto: Provided that no contribution shall be made in respect of any week if the earnings of the member for such week do not exceed two fifths of his wage per week, except in those cases where employees are normally only employed in the Industry for two days or less.
- (2) Every employer of employees mentioned in subclause (1) above shall contribute to the Fund in respect of each week a sum equal to the contributions made by each of his employees.
- (3) All amounts payable in terms of subclauses (1) and (2) shall be paid by the employer to the Provident Fund month by month and not later than the seventh (7th) day of each month following that in respect of which they are due.
- (4) An employer who is in arrears with payments in terms of subclause (1) and who fails, after having been warned in writing by the Council, either in the form or a formal letter, email or a compliance order to forward the outstanding amounts shall, upon being notified by the Council in writing to do so, submit the amounts in terms of this clause week by week so as to reach the Fund not later than the Friday following the pay day of the week in respect of which the amounts are due. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis as provided for in terms of subclause (1).
- (5) Should any amount due in terms of this clause not be received by the Fund by the seventh (7th) day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest in terms of the applicable rate as per Government Gazette Number 33182, dated 12 May 2010, Notice Number 397 on such amount or on such lesser amount as may remain unpaid at the rate prescribed by the Pension Fund Act, Act No. 24 of 1956, calculated from such seventh (7th) day until the day upon which the payment is actually received by the Fund: In the event of the Council or Fund incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to

CONTINUES ON PAGE 130 - PART 2



Government Gazette Staatskoerant

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make any payment on or before the due date, the employer shall then also be liable to forthwith pay all such costs of whatever nature as between attorney and client and all such collection commission and costs, and the Council and or Fund shall be entitled in its absolute discretion to allocate any payment by the employer first to the satisfaction of such costs, collection commission and interest, and thereafter to the reduction of the overdue capital amount.

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

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

(2) (a) An employer who is in arrears with payments in terms of subclause (1) and who fails, after having been warned in writing by the Council, to forward the outstanding amounts shall, upon being notified by the Council in writing to do so, submit the amounts payable in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay day of the week in respect of which the amounts are due.

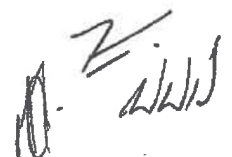
An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on a monthly basis, as provided in terms of subclause (1).

(b) Should any amount due in terms of this clause not be received by the Council by the fifteenth (15th) day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest in terms of the applicable rate in terms of the Prescribed Rate of Interest Act on such amount or on such lesser amount as may remain unpaid at the rate prescribed by the Prescribed Rate of interest Act, Act No. 55 of 1975, as amended, calculated from such fifteenth (15th) day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

In the event of the Council incurring any costs of becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then be liable to forthwith pay all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer first to the satisfaction of such costs, collection commission and interest, and thereafter to the reduction of the overdue capital amount.

48. MEDICAL ASSISTANCE SCHEME

- (1) An amount of Seven Rand Fifty Cents (R7.50) per week is payable by the Employer, only for employees who are members of the trade union, party to the Council, ill health benefit fund, being the National Union of Furniture and Allied Workers of South Africa.
- (2) The amount payable by the employer must be paid to the Council along with all other contributions by the 15th day of the month following that in which it became due.
- (3) The Council must collect the medical ill health benefit contributions and pay it over to the Trade Union on a monthly basis into an account administered by the respective Trade Union.
- (4) The National Union of Furniture and Allied Workers of South Africa is to make available to the Garden Route Manufacturers Association the quarterly management accounts other National Union of Furniture and Allied Workers of South Africa Medical Ill Health Benefit Fund and shall invite a representative of the Garden Route Manufacturer Association to attend such quarterly meetings of their Medical Ill Health Benefit Fund.
- (5) An Employer who is in arrears with payments in terms of sub-clause (1) and who fails after having been warned in writing by the Council, to forward the outstanding amount within seven days of such warning, shall upon being notified by the Council in writing to do so, submit the amounts in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. An Employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of sub-clause (1).



- (6) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the Employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act No. 55 of 1975, as amended, calculated from such 15th day until the day upon which the payment is actually received by the Council:

Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

- (7) In the event of the Council incurring any costs or becoming obliged to pay any costs of collection commission by reason of the failure of the Employer to make any payment on or before the due date, the Employer shall then also be liable to forthwith pay all such costs of whatever nature and any ~~costs as between attorney and client and all such collection commission, and the Council shall be~~ entitled in its absolute discretion to allocate any payment by the Employer firstly in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.
- (8) The provisions of sections 98 and 100 (b) and (c) of the Act apply.

PART II

OCCUPATION SKILLS LEVELS

FURNITURE MANUFACTURING INDUSTRY

1. UNSKILLED EMPLOYEES (Skill Level Code - 1)

Nature of work performed

Work at this level is of a manual and/or repetitive nature. Minimum skill is required and limited discretion and limited judgement applies. The employee will work under direct supervision.

All types of manual labour of a repetitive nature.

Some job titles

Truck assistant, cleaner, machine feeder, packer, stacker, sand paperer, operating a filling machine, securing mattress panels to springs, tea persons, other non-production operations, etc.

2. SEMI-SKILLED EMPLOYEES (Skill Level Code - 2)

Nature of work performed

Employees at this level will have limited skills training and are required to exercise limited discretion in performing tasks.

Employees work under direct supervision.

They will have a basic understanding of work flow and sectional output, meeting required quality standards.



- * Setting up and/or operating continuous processing machines.
- * Clerical and office staff e.g. storeman, despatch clerk, admin clerks, office clerks, etc.

Some job titles

Spray painting, silk screening, upholstering basic furniture e.g. occasional chairs, dining room/kitchen chairs, studio couches, repetitive welding in a jig, sandblasting, drivers, assemblers, clerical and admin clerks etc.

3. SKILLED EMPLOYEES (Skill Level Code – 3)

Nature of work performed

Employees at this level either have a recognised tertiary qualification or have gained competence through experience.

The employee is required to exercise a considerable degree of discretion and will be able to read technical drawings where necessary.

The employee must accept responsibility for meeting production outputs at an acceptable quality level.

Nature of work performed

- * All artisans who obtained a recognised artisan qualification
- * Technical staff who obtained a recognised technical qualification equivalent to at least M + 3.
- * Using a computer to construct working drawings and production schedules.

4. CHARGEHAND (Skill Level Code – 4)

Employees at this level will have a broad knowledge of the discipline that they supervise. They can either be working Chargehands or supervisory Chargehands.

They must be competent and trained in people management skills and will be responsible for outputs in the section within acceptable parameters.

They will be required to exercise analytical skills with a relevant high level of decision making.

5. FOREMAN/SUPERVISORS (Skill Level Code – 5)

Employees at this level will have experience in more than one discipline with competency in people management skills (e.g. motivation, discipline, safety and security, etc.)

They will be able to work from complex drawings and will be able to interpret and apply technical skills. They will be versed in on the job training. Employees at this level will regularly meet output targets maintaining an acceptable quality standard.

PART III
ANNEXURE A
MINIMUM WAGE RATES

NEW WAGE RATES AND FOR NEW ENTRANTS

1. Wage Increases

Employees employed by employers in the Furniture Manufacturing Industry whose occupations fall under Part II of this Agreement shall receive the following wage increase:-

- a) From the coming into operation of this agreement all employees are to receive a seven and a quarter percent (7.25%) across the board wage increase on their actual wage rate.

2. Minimum Wage for New Entrant Employees

With reference to PART II of this agreement the wages prescribed hereunder shall apply in accordance with clause 26 of PART I of this Agreement.

Employees referred to hereunder, engaged in all or any of the operations performed in the Furniture Manufacturing Industry at the date of the coming into operation of this Agreement shall be paid not less than the minimum prescribed hereunder.

**SPECIFIED MINIMUM HOURLY WAGE RATES
FOR NEW ENTRANT EMPLOYEES**

Sectors	Occupation Skills Level	Occupation Skills Level Code	Minimum hourly wage rate effective for New Entrant employees as from the coming into operation of this Agreement
Furniture Manufacturing Industry	Unskilled employees	1	R12.11
	Semi-skilled employees	2	R13.05
	Sander – 1 st 6 months	2a	R13.05
	Sander – after 6 months	2b	R15.62
	Scraper	2c	R15.62

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	Other Semi-Skilled	2d	R19.32
	Skilled employees	3	R20.76
	Chargehands	4	R21.96
	Foremen & Supervisors	5	R21.96

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ANNEXURE B**Notice required under clause 18 of Part 1 of the Agreement**

Day	Starting time	Finishing time	Meal interval
Mondays .....	.....:.....:.....	to .....	.....
.....:.....to.....:.....			
Tuesdays .....	.....:.....:.....	to .....	.....
.....:.....to.....:.....			
Wednesday .....	.....:.....:.....	to .....	.....
.....:.....to.....:.....			
Thursday .....	.....:.....:.....	to .....	.....
.....:.....to.....:.....			
Fridays .....	.....:.....:.....	to .....	.....
.....:.....to.....:.....			
Saturdays .....	.....:.....:.....	to .....	.....
.....:.....to.....:.....			
Forenoon interval	to		
Afternoon interval	to		

[Handwritten signature]
[Handwritten initials]

ANNEXURE C**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE
SOUTH WESTERN DISTRICTS****REGISTRATION AS EMPLOYER**

The Secretary
Bargaining Council for the Furniture Manufacturing
Industry of the Western Cape
P.O. Box 1529
Sanlamhof
7532

Dear Sir,

In accordance with clause 6(1) of Part 1 of the Main Agreement, I hereby furnish you with the following particulars in connection with this business:

1. Name under which business is carried on
2. Registered name of Company with the Registrar of Companies (attach a copy of business registration certificate)
3. State the business registration number and date of incorporation.....
4. If the business is a partnership, a copy of the partnership agreement shall be lodged with this registration form, or where such lodged agreement does not contain the full terms and conditions of the agreement of partnership, the partners shall notify the Council in writing of all terms of the partnership agreement that are not included in the agreement lodged herewith. In the absence of a written agreement of partnership, the employer shall notify the Council in writing of all terms of the agreement of partnership.
5. Company's registered address as per Registrar of Companies
6. Address(es) at which business is carried on
7. Postal Address
8. Telephone number Facsimile number
Email Cell No.
9. Full names and home address of proprietor, partners, members, shareholders, managers, directors and secretary:

Full Name	ID Number	Home Address	State whether proprietor, partner, member, shareholder, manager, director or secretary

10. Date business commenced

Z. M. NWS

11. Business Bank details:

Bank	Account Name	Account Number	Branch Code

12. Number of employees

13. Basic weekly working hours

14. Name of Magisterial District in which business is situated

15. The employer, as detailed above, chooses *domicilium citandi et executandi* at the address set out in paragraph 5 above for all purposes arising from the Collective Agreement and arising from their registration as an employer with the Bargaining Council for the Furniture Manufacturing Industry of the Western Cape. The employer shall be entitled to alter its *domicilium citandi et executandi* by means of written notice by prepaid registered post to the Council, provided that such change of *domicilium* shall only be effective 14 days after receipt of such notice by the Council.

I certify that the information given above is true and correct.

Authorised Signatory
Date

Name (Please Print)

[Handwritten signature]
[Handwritten initials]

ANNEXURE D**NOTICE REQUIRED IN TERMS OF CLAUSE 13**

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY
OF THE SOUTH WESTERN DISTRICT**

Details of Employees engaged, discharged, or who resigned during the week ended

.....

Return to be sent to Council weekly.

Name of Employer

Address

.....

Identity Number	Surname	First Names	Birth Date	Index Number	Occupation	Date Engaged

Handwritten signature and initials

Signature of Employer or authorised designated agent

ANNEXURE E

LETTER OF APPOINTMENT TO BE COMPLETED IN TERMS OF CLAUSE 28 (2)

EXAMPLE LETTER TO BE PLACE ON A COMPANY LETTERHEAD

From: Name and address of firm

.....

To: Name and address of Employee

.....

LETTER OF APPOINTMENT

This is to confirm your appointment as a

..... in the Grade

category at a rate of R per hour, with effect from

Your appointment as a permanent member of staff is subject to your completing a probationary period of 13 weeks, after which your appointment will be permanent.

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

You will be required to belong to the Bargaining Council's nominated Provident Fund, and contributions will commence immediately or alternatively in terms of clause 20(6).

Your attention is drawn to the fact that it is a legal requirement, in terms of the Labour Relations Act, 1995, for all Employers and Employees in this Industry to comply with the provisions of the relevant Bargaining Council Main Collective Agreement.

Signed:
Employer Date

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

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

It is voluntary to join a Trade Union. If you wish to join the Trade Union that is a party to the Bargaining Council you can indicate your request by signing here below which then authorises the deduction of the required Trade Union subscriptions, in respect of your membership of the National Union of Furniture and Allied Workers of South Africa, NUFAWSA, with immediate effect upon the Company receiving from the said Trade Union its acceptance of your application for membership.

Signed: Employee Date

ANNEXURE F

CONCILIATION AND ARBITRATION GUIDELINES

1. Introduction



(a) These guidelines deal with the manner in which the Council and its conciliators conduct conciliation proceedings.

2. Purpose of guidelines

(a) The purpose of these guidelines are-

(i) to inform users of the Council's conciliation process of the policies and procedures adopted by the Council in conciliation;

(ii) to help Conciliators perform their functions; and

(iii) to promote consistency in the Council's approach to conciliation proceedings.

(b) 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

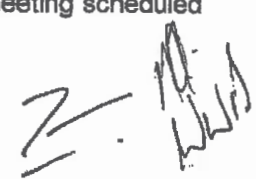
(a) An unfair dismissal dispute must be referred to the Council within 30 days of the date of dismissal. If the 30-day time limit has expired, the dismissed Employee must apply to the Council for condonation, that is permission to refer the dispute after the 30-day time limit has expired.

(b) 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.

(c) 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.

(d) 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(h) below.

(e) If the applicant requires condonation because he/she did not attend a conciliation meeting scheduled by the Council, the applicant must give reasons for failing to attend.



(f) 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.

(g) The applicant may reply to the other party's response within seven (7) days of receiving it. The applicant must serve the reply on the other parties to the dispute and then file it with the Council.

(h) The Conciliator must consider the application and any representations of the parties and must grant condonation to the applicant if there are good grounds for doing so. The Conciliator must consider the following:

- (i) *The degree of lateness:* If the referral is only a few days late, this may weigh in favour of condonation.
- (ii) *The degree of fault of the referring party of his/her authorised representative.* If the referral was late owing to circumstance beyond the control of the applicant, this may weigh in favour of condonation.
- (iii) *The reasonableness of the explanation:* If the explanation is improbable, this should weigh against condonation.
- (iv) Prejudice to the other parties to the dispute.
- (v) Prospects of success.

4. Province in which dispute is to be conciliated

(a) A dispute should be conciliated in the province in which the dispute arose.

(b) The Council may arrange for conciliation to be held telephonically if in its opinion the circumstances justify this and it is practicable to do so.

5. Jurisdictional disputes

(a) 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.

(b) If a party objects to the jurisdiction of the Council, the conciliator may-

- (i) conciliate the dispute on the basis that attendance and participation of all parties is without prejudice; or
- (ii) issue a certificate stating that the dispute has not been resolved.

6. Discretion to assume jurisdiction

(a) If at any time the Council becomes aware that the dispute could have been resolved by another bargaining council, an accredited agency or in terms of a Collective Agreement, the Council may, in terms of section 147 of the LRA-

- (i) exercise its discretion to assume jurisdiction;
- (ii) refer the dispute to the appropriate person or body for resolution.

(b) In determining whether or not to assume jurisdiction in terms of section 147, the Council must be guided by whether-

- (i) the referral is an attempt to bypass agreed or statutory procedures;
- (ii) substantial injustice will be done by referring the dispute to the appropriate person or body for resolution;
- (iii) the Council has jurisdiction.

(c) 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

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

- (i) postpone the conciliation; or
- (ii) 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.



(b) If the applicant party does not attend a scheduled conciliation meeting and the responding party does, the Conciliator may-

- (i) postpone the proceedings; or
- (ii) dismiss the referral.

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

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

8. Representation at conciliation proceedings

(a) Section 135 (4) explicitly states who may appear or be a representative in conciliation proceedings. A Conciliator does not have discretion to allow a person not listed in subsection (4) to appear or act as a representative.

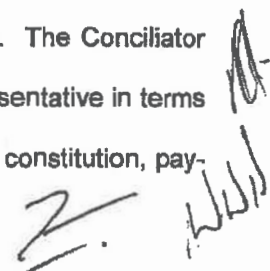
In the conciliation proceedings a party to the dispute may appear in person or be represented only by-

(i) a director or Employee of that party; or

(ii) any member, office bearer or official of that party's registered Trade Union or registered Employer's organisation.

(b) If a party objects to a representative or the Conciliator is of the opinion that a representative is not authorised in terms of section 135 (4), the Conciliator must decide whether that representative may attend.

(c) A dispute about the status and entitlement of a representative is a factual dispute. The Conciliator may call upon any person to demonstrate why he or she should be admitted as a representative in terms of section 135 (4) of the Act. The Conciliator may request documentation, such as the constitution, pay-



slips, the contract of employment, the prescribed form listing the directors of a company and recognition agreements. Representatives must be prepared to tender evidence in support of their status.

9. Applications for postponement

(a) 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.

(b) The Council will not allow matters to be postponed unless-

- (i) there is good reason to do so;
- (ii) the application is in good faith;
- (iii) the application is made as soon as practicable; and
- (iv) the other parties to the dispute are not unduly prejudiced.

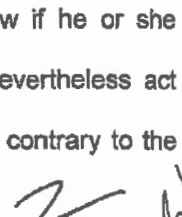
(c) If a postponement will result in expiry of the 30-day period allowed for conciliation (in section 135), the party seeking the postponement must furnish the Council with written proof that the parties have agreed to extend the 30-day period.

10. Impartiality of Commissioners

(a) 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.

(b) After disclosure, a Conciliator may conciliate if both parties so desire, but should withdraw if he or she believes that a conflict of interest exists irrespective of the view expressed by the parties.

(c) If a party objects to a Conciliator 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.



(d) Conciliators must conduct themselves in such a way as to avoid any inference of bias.

11. Conclusion

(a) 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.

7-11-11


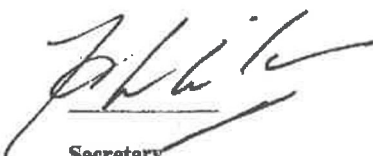
ANNEXURE G:**MONTHLY STATEMENT TO BE SUBMITTED IN TERMS OF CLAUSE 11**

SWD Council Monthly
Returns 2016.xls

"(If you are not able to open the above SWD Monthly Return Excel file try the following - Right click on the icon, left click on "Worksheet Object", left click on "Open".)"

7=

A handwritten signature in black ink, appearing to be 'M. M. M.' or similar, written over the number '7='.


Chairman
Mr. W.W. Dycers
Vice- Chairman
Mr. M.N. van Aswegen
Secretary
Mr. T.O. Miles