

the Fund at least once annually and not later than 31 March in each year and prepare a statement showing: -

- (i) all moneys received: -
 - (a) in terms of sub-clause (3) hereof; and
 - (b) from any other source; 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 statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the office of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible, but not later than four months after the close of the period covered thereby, be transmitted by the Council to the Director-General of Labour.

- (j) In the event of the expiry of the Agreement or any extension or renewal thereof and a subsequent agreement providing for the continuation of the Fund not being negotiated within a period of 12 months from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original Fund was created, the Fund shall be liquidated. The Fund shall, during the said period of 12 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the Council.
- (k) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding, in terms of section 59 of the Act, the Registrar of the Labour Court may appoint a liquidator from Employers and Employees in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such committee.

Any vacancy occurring on the committee may be filled by the Registrar from Employers or Employees, as the case may be, so as to ensure an equality of Employer and Employee representatives on the committee.

In the event of such committee 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 the committee and such trustee or trustees shall possess all the powers of the committee for such purpose. If there is no Council in existence, the Fund shall, upon the expiry of the Agreement, be liquidated by the committee functioning in terms of this sub-clause, or the trustee or trustees, as the case may be, in the manner set forth in paragraph (l) and if upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in the Council's constitution as if it formed part of the general funds of the Council.

- (l) Upon liquidation of the Fund in terms of paragraph (j) the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration of liquidation expenses, shall be paid into the general funds of the Council.

- (m) The Council shall from time to time invest on fixed deposit or on call with a bank or registered building society any of the money belonging to the Cape Furniture Holiday and Bonus Fund surplus to its requirements, and any interest accruing from such investment
- (4) Holiday and Bonus Fund Contributions for Employers who have previously not been registered with the Council and for Employers who continued to pay the Holiday and Bonus Fund in accordance with the collective agreement published in Government gazette R6810 number 21187 dated 19 May 2000.
 - (a) As at the date of signature hereof or at a date as set by Minister of Labour for non-parties, no employer is to reduce the percentage utilised for calculating their employees' holiday and bonus fund.
 - (b) The following holiday and bonus fund provisions will apply: -
 - (i) Every employer shall pay in respect of every employee a holiday and bonus fund contribution calculated on the remuneration earned by the employee during that period as follows:
 - (a) Should the employee have worked the normal hours of an establishment for the said period, or should the employee have worked less than such hours and provided that the time lost by the employee does not exceed 1 hour, the holiday bonus shall be 12½ per cent of his remuneration during that period;
 - (b) should the time lost by the employee for the said period exceed 1 hour, for any reason except short time, the holiday bonus shall be equal to 10 per cent of his actual remuneration during that period;
 - (c) should the time lost by the employee for the said period exceed 4 hours, the holiday bonus shall be equal to 7½ per cent of his actual remuneration during that period;
 - (ii) For the purposes of this sub-clause, any period of absence due to short-time, public holidays, family responsibility leave or illness where the employee receives sick pay in terms of the sick leave provision, shall be deemed to be time worked.
 - (iii) For the purposes of sub-clause (b)(i), remuneration shall be calculated as follows:-

The total actual remuneration earned for all time worked, being ordinary and overtime hours worked, including payment for,

 - (a) paid holidays; and
 - (b) family responsibility leave, and
 - (c) illness where the employee receives sick pay in terms of the sick leave provision,
 - (d) but excluding payment made in terms of an incentive scheme and illness where the employee does not receive sick pay; plus
 - (iv) The total amount of any remuneration the employee would have earned during any time he was required not to work upon the request or instruction of his employer, including any remuneration an employee would have earned during any period of absence owing to short time.
 - (v) All amounts payable in terms of this sub-clause shall be paid by the employer to the Secretary of the Council month by month, and not later than the 15th day of each month following that in respect of which they are due.

32. SUBSISTENCE ALLOWANCE

- (1) Whenever the work of an Employee precludes him from returning to his normal place of residence for his night's rest, he shall be paid, in addition to his ordinary remuneration, a subsistence allowance of not less than: -
- (a) where it is necessary for the Employee to obtain a bed: R55,00; or
 - (b) where it is necessary for the Employee to obtain an evening meal and a bed: R110,00.

33. TRADE UNION CONTRIBUTIONS

- (1) Every Employer shall each week deduct from the wages of each of his Employees who is a member of the trade union which is a party to this Agreement such contribution as may be payable by such Employee to that trade union. The amounts so deducted shall be as determined in the constitution of the trade union concerned: Provided that no contribution shall be made in respect of any week if the earning of the member for such week do not exceed (two fifths) of his wage per week.

The contributions so collected shall be paid to the Secretary of the Trade Union not later than the 15th day of each month following that in respect of which they were due.

- (2) (a) 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 Trade Union, to forward the outstanding amounts within seven days of such warning shall, upon being notified by the Trade Union in writing to do so, submit the amounts payable in terms of this clause week by week so as to reach the Secretary of the Trade Union 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 apply may, upon so being notified by the Trade Union in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in sub-clause (1).
- (b) Should any amount due in terms of this clause not be received by the Trade Union 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, Act No. 55 of 1975, as amended, calculated from such 15th day until the day upon which payment is actually received by the Trade Union:

Provided that the Trade Union 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 Trade Union 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 as between attorney and client and all such collection commission, and the Trade Union 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.

3. The Council will not be responsible to collect or hear a dispute relating to the non-payment by an Employer of Trade Union contributions.
4. The Trade Union, in their sole discretion, may refer any disputes relating to the non-payment of Trade Union member contributions to the Commission for Conciliation Mediation and Arbitration (CCMA), Labour Court and or the Civil or Criminal Courts.

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

- (1) Every Employer who is a member of the Cape Furniture Manufacturers' Association shall forward any levy due and payable by members of the Association in terms of its constitution to the Secretary of the Council by not later than the 15th day of each month following that in respect of which such levies fall due.
- (2) (a) 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 amounts within seven days of such warning, 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 the monthly basis provided for in terms of sub-clause (1).
- (b) 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, Act No. 55 of 1975, as amended, calculated from such 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 firstly in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

35. PROVIDENT FUND CONTRIBUTIONS

- (1) Every Employee under the jurisdiction of this Agreement shall be member of the Provident Fund of the Furniture Industry of the Western Cape (hereinafter referred to as the "Fund") as published under Government Notice No. R. 2016 of 25 November 1994 and as amended thereafter, 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 Provident Fund Management Committee and reflected in annexure "H" hereto:

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

- (2) Every Employer of Employees mentioned in sub-clause (1) above shall contribute to the Fund in respect of each week a sum equal to the contributions made by his Employees.
- (3) Employers must deduct from the remuneration of their employees, at the request of the Council and or Provident Fund, an employee's weekly premium towards the repayment of a housing loan granted to the employee by the Provident Fund.
- (4) All amounts payable in terms of sub-clauses (1), (2) and (3) shall be paid by the Employer to the Secretary of the Council month by month, and not later than the 15th day of each month following that in respect of which they are due.
- (5) 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, Act No. 55 of 1975, as amended, calculated from such 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 and or the Provident Fund incurring any costs of becoming obliged to pay any collection costs or 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 costs and or 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.

36. TIME OFF WORK TO ATTEND TRAINING OR FURTHER EDUCATION COURSES

- (1) Every Employer shall grant every Employee with reasonable opportunity for skills enrichment training provided that scheduling of any such training shall be determined at plant level by both the Employer and the Employee.
- (2) The following critical points should be considered by the consulting parties, (the relevant Employer and relevant Employee), being:-
 - (a) reasonable opportunity for training
 - (b) consideration of operational requirements
 - (c) time off being unpaid
 - (d) proof of registration for training course
 - (e) reasonable notice
 - (f) a limit to the number of Employees off work at any one time.

37. AGENCY SHOP

- (1) An employer must deduct an agency fee from the wages of employees identified in this agreement who are not members of the representative trade union, and who are not compelled to become members of the aforementioned union, but are eligible for membership thereof; and
- (2) For the purposes of this section, "representative trade union" means a registered trade union, or two or more registered trade unions acting jointly, whose members are a majority of the employees employed: -
 - (a) by an employer in a workplace; or
 - (b) by the members of an employers' organisation in a sector and area in respect of which the agency shop agreement applies.
- (3) The agency shop agreement is binding on employees who are not members of the representative trade union, the National Union of Furniture and Allied Workers of South Africa.
- (4) The agency fee must be equivalent to: -
for employees :-
 - (a) the amount of twenty rand (R20) per week;
 - (b) if the subscription of the representative trade union is calculated as a percentage of an employee's salary, then twenty rand (R20) per week; or
 - (c) if there are two or more registered trade union party to the agreement, the amount of twenty rand (R20) per week would apply for employees :-
- (5) The amount deducted by the employer from the wages of the employee 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.
- (6) The Council must collect the agency fee and pay it over to the representative trade union/s on a monthly basis.
- (7) No agency fee deducted may be: -
 - (a) paid to a political party as an affiliation fee; or
 - (b) contributed in cash or kind to a political party or a person standing for election to any political office; or
 - (c) used for any expenditure that does not advance or protect the socio-economic interests of employees.
- (8)
 - (a) Despite the provisions of any law or contract, an employer may deduct the agency fee from the wages of an employee without the employee's authorisation.
 - (b) Despite sub-clause (3) a conscientious objector may request the employer to pay the amount deducted from that employee's wages into a fund administered by the Department of Labour.
- (9) The provisions of sections 98 and 100 (b) and (c) of the Act apply, read with the changes required by the context, to the separate account referred to in sub-clause (6).
- (10) In the Registrar's office any person may inspect the auditor's report, in so far as it relates to an account referred to in sub-clause (6).

- (11) The registrar must provide a certified copy of, or extract from, any of the documents referred to in sub-clause (6) to any person who has paid the prescribed fees.
- (12) An employer or employers' organisation that alleges that a trade union is no longer a representative trade union in terms of sub-clause (2) must give the trade union written notice of the allegation, and must allow the trade union 90 days from the date of the notice to establish that it is a representative trade union.
- (13) If, within the 90-day period, the trade union fails to establish that it is a representative trade union, the employer must give the trade union and the employees covered by the agency shop agreement 30 days' notice of termination, after which the agreement will terminate.
- (14) If an agency shop agreement is terminated, the provisions of sub-clause (6) apply until the money in the separate account is spent.
- (15) Notwithstanding the provisions of sub-clause (3) here above employees will be exempted from the agency shop provision for the duration of this agreement if: -
 - (a) another trade union, at the date of signing of this agreement by the parties, or on the extension hereof by the Minister of Labour to non-parties, enjoy a majority membership of fifty percent plus one;
 - (b) should another trade union's membership drop below fifty percent plus one the exemption from the agency shop provision shall become null and void and the agency shop shall apply, subject to the employer following the procedures outlined in sub-clauses 12 and 13 here above.

38. BARGAINING LEVY

- (1) A bargaining levy is payable by an employer who is not a member of the representative employers association, although such an employer is eligible for membership thereof but is not compelled to be a member thereof.
- (2) For the purposes of this section, "representative employers association" means a registered employers association, or two or more registered employers associations acting jointly, whose members are a majority of the employers in the furniture manufacturing industry.
- (3)
 - (a) The bargaining levy agreement is binding on employers who are not members of the representative employers association, being the Cape Furniture Manufacturers Association; and
 - (b) The bargaining levy must be equivalent to the amount of one hundred and fifty rand (R150) per month; and
 - (c) 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; and
 - (d) The Council must on a monthly basis pay the bargaining levy over to the representative employers association.
- (4) No bargaining levy payable may be: -
 - (a) paid to a political party as an affiliation fee; or
 - (b) contributed in cash or kind to a political party or a person standing for election to any political office; or

- (c) used for any expenditure that does not advance or protect the socio-economic interests of employers.
- (5) In the Registrar's office any person may inspect the auditor's report, in so far as it relates to an account referred to in sub-clause (3).
- (6) The Registrar must provide a certified copy of, or extract from, any of the documents referred to in sub-clause (3) to any person who has paid the prescribed fees.
- (7) An employer or employers' organisation that alleges that the employer's association is no longer a representative employers' association in terms of sub-clause (2) must give the employers' association written notice of the allegation, and must allow the employers' association 90 days from the date of the notice to establish that it is a representative employers' association.
- (8) If, within the 90-day period, the employers' association fails to establish that it is a representative employers' association, the employer must give the employers' association and the employers covered by the bargaining levy agreement 30 days' notice of termination, after which the agreement will terminate.
- (9) If the bargaining levy agreement is terminated, the provisions of sub-clause (3)(d) apply until all the bargaining levies due up till date of termination of the agreement has been received and paid in accordance with sub-clause (3)(d).
- (10) 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 amounts 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).
- (11) 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, 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.
- (12) 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 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."

PART II

39. MEDICAL ILL HEALTH BENEFIT FUND

- (1) An amount of ten rand per week is payable by the Employer, only for employees that are members of the Trade Union NUFAWSA.
- (2) The amount deducted by the employer from the wages of the employee 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 and pay it over to the Trade Union on a monthly basis.
- (4) 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 amounts 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).
- (5) 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, 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.
- (6) 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 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."

40. WAGE INCREASE

Employees employed in the Furniture Industry, who did not receive a wage increase in the year 2009, must receive: -

- (a) a wage increase of eight (8%) per cent on actual wages.
- (b) the wage increase, effective from Wednesday 8th July 2009, for party members and for non-party members at the date of extension of this agreement to non-parties, or at a date as fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act 66 of 1995.

PART III

ANNEXURE A

JOB GRADING AND MINIMUM WAGES RATES

A. OCCUPATION SKILLS LEVELS

1. Unskilled Employees

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.

Nature of work performed

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

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.

Nature of work performed

Setting up and/or operating continuous processing machines.

Clerical staff e.g. storeman, despatch clerk, 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, etc.

3. Skilled Employees

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. Charge hand

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

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

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.

B. SPECIFIED MINIMUM WEEKLY WAGE RATES

The wage rates are based on a 44 hour normal hour working week.

Sectors	Occupation Skills Level	Occupation Skills Level Code	Minimum weekly wage rates effective for parties as from 8 July 2009 and for non-parties on such date as may be fixed by the Minister of Labour, but not earlier than 8 July 2008
Furniture, Bedding and Upholstery	Unskilled employees	05	R400-00
	Semi-skilled employees	04	R633-55
	Skilled employees	03	R680-72
	Charge hands	02	R734-32
	Foremen/ Supervisors	01	R734-32

Annexure B

NAME OF THE FIRM:

ADDRESS OF FIRM:

FIRM'S P.A.Y.E. No.

FIRMA SE P.A.Y.E. No. (provided by SARS)

MONTH AND YEAR:

--	--

AMOUNT OF WEEKS IN THIS MONTH:

[illegible]

FIRM'S CODE:

11

FIRMA SE KODE:

Shared by Control

FIRM'S BASIC WEEKLY WORKING HOURS:

1

(Reference Normal Mean = 44)

[illegible]

CAPE FURNITURE MANUFACTURERS ASSOCIATION

(CFMA Levy = R2 per employee per month with a minimum monthly levy of R200)

BARGAINING LEVY / BEDINGINGS FOOT

(Payable by Employers who are not CFRA numbers of R130)

Electronic Fund Transfer (EFT) - Furniture Bargaining Council
Standard Bank, Victoria Road, Salt River
Current Account # 071227520
Branch Code 020909

Provident Fund for the Furniture Industry Western Cape
Standard Bank, Victoria Road, Salt River
Current Account # 071232354
Branch Code 020909

GRAND TOTAL
GROOT TOTAAL

ANNEXURE C**STARTING, FINISHING AND INTERVAL TIMES**

[Notice required under clause 17 and 20 of Part 1 of the Agreement]

DAY	STARTING TIME	FINISHING TIME	MEAL INTERVAL
MONDAY	..... H .....	..... H .....	..... H
TUESDAY	..... H .....	..... H .....	..... H
WEDNESDAY	..... H .....	..... H .....	..... H
THURSDAY	..... H .....	..... H .....	..... H
FRIDAY	..... H .....	..... H .....	..... H
SATURDAY	..... H .....	..... H .....	..... H

Morning Interval	..... H
Afternoon interval	..... H

ANNEXURE D**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING
INDUSTRY OF THE WESTERN CAPE****REGISTRATION AS EMPLOYER**

**The Secretary
Bargaining Council for the Furniture Manufacturing
Industry of the Western Cape
P. O. Box 1123
Woodstock
7915**

Date
.....

Dear Sir

In accordance with clause 6 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. If the business is a company, state registration number**
.....
and date of incorporation
.....
.....
- 3. If the business is a close corporation, state 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 the terms of the agreement of partnership.**
- 5. Address(es) at which business is carried on**
.....
- 6. Postal address**
.....
- 7. Telephone number Fax No.**
E-mail

8. Nature of business

.....

9. Full names and home address of proprietor, partners, members, shareholders, managers, directors and secretary:

Full name/s	Identity number	Home address	State whether proprietor, partner, member, shareholder, manager, director or secretary

9. Date business commenced

.....

10. Number of Employees

.....

11. Name of Magisterial District in which business is situated

.....

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

Name.....
Authorised Signatory.....
Date

.....
Date

ANNEXURE F

CONCILIATION AND ARBITRATION GUIDELINES

1. Introduction
 - 1.1 These guidelines deal with the manner in which the Council and its conciliators conduct conciliation proceedings.
2. Purpose of guidelines
 - 2.1 The purpose of these guidelines are -
 - (a) to inform users of the Council's conciliation process of the policies and procedures adopted by the Council in conciliation;
 - (b) to help Conciliators perform their functions; and
 - (c) to promote consistency in the Council's approach to conciliation proceedings.
 - 2.2 These guidelines are drawn from the Commission for Conciliation Mediation and Arbitration's (C.C.M.A.) best practice, the decisions of Commissioners of the CCMA, the courts, and the law.
3. Applications for condonation
 - 3.1 An unfair dismissal dispute must be referred to the Council within 30 days of the date of dismissal. If the 30-day time limit has expired, 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.
 - 3.2 The application must be attached to the dispute referral form and served with it on the other parties to the dispute and lodged with the Council.
 - 3.3 If at any time the Council becomes aware that the dispute was referred outside the 30-day time period, the Council may call on the applicant to apply for condonation.
 - 3.4 The application must include a signed statement that explains the reasons for the delay and deals with each of the considerations set out in paragraph 3.8 below.
 - 3.5 If the applicant requires condonation because he or she did not attend a conciliation meeting scheduled by the Council, the applicant must give reasons for failing to attend.
 - 3.6 The other parties to the dispute must reply to the application within fourteen (14) calendar days of receiving it. This reply must also include a signed statement, which is to be served on the applicant and filed with the Council.
 - 3.7 The applicant may reply to the other party's response within seven (7) calendar days of receiving it. The applicant must serve the reply on the other parties to the dispute and then file it with the Council.
 - 3.8 The Conciliator must consider the application and any representations of the parties and must grant condonation to the applicant if there are good

grounds for doing so. The Conciliator must consider the following: -

- (a) *the degree of lateness.* If the referral is only a few days late, this may weigh in favour of condonation;
- (b) *the degree of fault* of the referring party or his/her authorised representative. If the referral was late due to a circumstance beyond the control of the applicant, this may weigh in favour of condonation;
- (c) *the reasonableness of the explanation.* If the explanation is improbable, this should weigh against condonation;
- (d) *prejudice* to the other parties to the dispute;
- (e) *prospects of success.*

4. Province in which dispute is to be conciliated

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

5. Jurisdictional disputes

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

6. Discretion to assume jurisdiction

- 6.1. If at any time the Council becomes aware that the dispute could have been resolved by another Bargaining Council, an accredited agency or in terms of a collective agreement the Council may, in terms of section 147 of the LRA
 - (a) exercise its discretion to assume jurisdiction;
 - (b) refer the dispute to the appropriate person or body for resolution.
- 6.2. In determining whether or not to assume jurisdiction in terms of section 147, the Council must be guided by whether:
 - (a) the referral is an attempt to by-pass agreed or statutory procedures;
 - (b) substantial injustice will be done by referring the dispute to the appropriate person or body for resolution;
 - (c) the Council has jurisdiction.
- 6.3. If the Council declines jurisdiction it must give the parties brief reasons for its decision and advise the parties as to the appropriate person or body for resolving the dispute.

7. Failure to attend conciliation proceedings

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

- (a) postpone the conciliation; or
- (b) issue a certificate that the dispute has not been resolved.

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

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

- (a) postpone the proceedings; or
- (b) 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.

7.3. If a referral has been dismissed because a party did not attend a scheduled conciliation, the applicant party may refer the dispute to the Council again under a fresh dispute referral form. If the dispute being referred 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

8.1 A party to a dispute may be represented only: -

- (a) by a co-Employee; or
- (b) by a member, an office bearer or official of that party's trade union or Employers' organisation; and
- (c) if the party is a juristic person, by a director or an Employee.

8.2 If a party objects to a representative or the Conciliator is of the opinion that a representative is not authorised, the Conciliator must decide whether that representative may attend.

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

9. Applications for postponement

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

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

- (a) there is good reason to do so ;
- (b) the application is in good faith;
- (c) the application is made as soon as practicable; and
- (d) the other parties to the dispute are not unduly prejudiced.

9.3 If a postponement will result in expiry of the 30-day period allowed for conciliation (in s135), 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

10.1. A Conciliator must be independent, and must be seen to be independent. The Conciliator should disclose any interest or relationship that is likely to affect their impartiality or which might create a perception of partiality.

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

10.3 If a party objects to a Conciliator conciliating the dispute, the Conciliator should not withdraw if he or she determines that the reason for the objection is not substantial and he or she can nevertheless act impartially and fairly, and that withdrawal would cause unnecessary delay or would be contrary to the ends of justice.

10.4 Conciliators must conduct themselves in a way to avoid any inference of bias.

11. Conclusion

11.1. These guidelines lay down general principles to guide the Council's Conciliators and staff in the exercise 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.

ANNEXURE G**PUBLIC HOLIDAYS**

New Year's Day	–	1 January
Human Rights Day	–	21 March
Good Friday	–	Friday before Easter Sunday
Family Day	–	Monday after Easter Sunday
Freedom Day	–	27 April
Worker's Day	–	1 May
Youth Day	–	16 June
National Women's Day	–	9 August
Heritage Day	–	24 September
Day of Reconciliation	–	16 December
Christmas Day	–	25 December
Day of Goodwill	–	26 December

ANNEXURE H**PROVIDENT FUND CONTRIBUTION**

- (a) Percentage of normal wage per week payable by the Employee is six (6%) percent.
- (b) Percentage of normal wage per week payable by the Employer is six (6%) percent.

Signed at Cape Town, for and on behalf of the parties, this 3rd day of February 2010.

P. Symons
Chairperson

W. Dyers
Vice - Chairperson

T. Miles
Secretary