

No. R. 739

14 September 2012

LABOUR RELATIONS ACT, 1995**FURNITURE BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF
THE COLLECTIVE RE-ENACTING AND AMENDING 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, which was concluded in the Furniture Bargaining Council 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**24 September 2012**..... and for the period ending 30 June 2014.

MN OLIPHANT**MINISTER OF LABOUR**

SCHEDULE**FURNITURE BARGAINING COUNCIL****RE-ENACTMENT AND AMENDMENT OF COLLECTIVE AGREEMENT**

In accordance with the provisions of the Labour Relations Act 1995 (Act No 66 of 1995),
made and entered into by and between the

**Furniture, Bedding & Upholstery Manufacturers' Association for the Greater Northern
Region**

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

National Union of Furniture and Allied Workers of South Africa

and

Chemical, Energy, Paper, Printing, Wood and Allied Workers Union (CEPPWAWU)

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

being parties to the Furniture Bargaining Council.

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CHAPTER 1

1. SCOPE OF APPLICATION

1.1 The terms of this Agreement shall be observed in the Furniture, Bedding and Upholstery Manufacturing Industry-

1.1.1 by all employers who are members of the party employers' organisation, which is party to this Agreement and by all employees who are members of the party trade unions, which are party to this Agreement, and who are engaged or employed in the Furniture, Bedding and Upholstery Manufacturing Industry, respectively;

1.1.2 in the Provinces of Gauteng, North West, Mpumalanga, Limpopo and Free State.

1.2 Notwithstanding the provisions of clause 1.1 the provisions of this Agreement-

1.2.1 apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees; and

1.2.2 apply to learners under the Skills Development Act, 1998, or any contracts entered into or any conditions fixed thereunder.

1.3 The following provisions shall not apply to non-parties: Clauses 1.1.1, 2, 2A and 3 of Chapter 1, Chapter 2A and clauses 5.1, 5.2, 5.3 and 5.4 of Schedule 1.

1.4 Threshold - Trade union organisational rights

The terms of this Agreement and the application thereof shall be subject to the following in respect of trade union organisational rights threshold:

Any trade union duly registered in terms of section 96 of the Labour Relations Act

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and that can prove by means of reasonable identification, membership of employees in the Industry that it has membership of at least 15% of the total number of employees in the Industry, shall be recognised as a sufficiently representative trade union entitled to exercise the rights set out in sections 12, 13 and 15 of the Labour Relations Act. As soon as sufficient representativeness has been proved to the parties, such sufficiently representative trade union shall be entitled to be treated for organisational purposes on an equal and fair footing with the other trade unions who are already parties to the Bargaining Council.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall, in terms of section 31 of the Act, become binding on the above parties on 1 July 2012 and for non-parties on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act and shall remain in force for the period ending 30 June 2014.

2A. SPECIAL PROVISIONS

The provisions contained in clauses 8.11, 9.9, 9.14 of Chapter 1, Chapter 3.3, Schedule 1.4 of the Agreement published under Government Notice No. R.832 of 18 August 2006 as extended, amended and re-enacted by Government Notice Nos. R.488 of 08 June 2007, R.966 of R.813 of 17 September 2008, R.1100 of 17 October 2008, R.1271 of 28 November 2008, R.529 of 18 June 2010, R.965 of 29 October 2010, R.240 of 25 March 2011 and R.434 dated 20 May 2011 (hereinafter referred to as the "Former Agreement") as further extended, renewed, amended and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement.

2B. GENERAL PROVISIONS

The provisions contained in clauses 4 to 8.10, 8.12 to 9.8, 9.10 to 9.13, 9.15 to 13.12 of Chapter 1, Chapter 2, Chapter 4, Schedule 1, Schedule 2 and Schedule 3 of the Former Agreement as further extended, renewed, amended and re-enacted from time to time) shall apply to employers and employees.

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3. CLAUSE 4: DEFINITIONS

- (1) Substitute the following for the definition of "chargehand":

"**chargehand**" means an employee who customarily and regularly directs, subject to the instructions of management, the work of general workers while he may also be engaged in the production of furniture and/or upholstery and/or bedding in the capacity of a general worker;"

- (2) Substitute the following for the definition of "Collective Agreement":

"**Collective Agreement**" means any current agreement for the Furniture, Bedding and Upholstery Manufacturing Industry in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;"

- (3) Substitute the following for the definition of "establishment":

"**establishment**" means any premises where furniture, bedding and upholstery manufacturing takes place;"

- (4) Substitute the following for the definition of "foreman" and/or "supervisor":

"**foreman**" and/or "**supervisor**" means an employee who is employed in a supervisory capacity and who, in the execution of his duties, which shall be related to the Furniture, Bedding and Upholstery Manufacturing Industry-

- (a) manages the manufacturing activities of a whole establishment or a department or subdivision thereof as his primary duty; and/or
- (b) customarily and regularly directs the work of other employees; and/or
- (c) has the authority to engage or dismiss employees, or make suggestions as to the same, or as to promotions or demotions of employees; and/or
- (d) customarily and/or regularly exercises discretionary powers; and
- (e) is paid a wage of not less than that prescribed for the highest-paid employee in this Agreement whether this be weekly or monthly; and

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- (f) is paid in full, whether or not he completes the number of hours of work specified in this Agreement, subject thereto that a foreman/supervisor shall not be entitled to payment for hours of work lost owing to short time being worked, stay-aways and absence from his workplace without prior permission,

but excludes employees who are engaged in costing, designing, buying, planning, organising, directing and/or controlling the duties of foreman and/or supervisor: Provided that in the absence of foremen and/or supervisors, the aforesaid excluded employees shall be deemed to be the foremen or supervisors;".

- (5) Substitute the following for the definition of "Furniture, Bedding, Upholstery and Curtain Manufacturing Industry" or "Industry":

"Furniture, Bedding and Upholstery 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 furniture and bedding as well as upholstery and/or re-upholstery and will, inter alia, include the following:

(a) **Furniture**

Repairing, staining, spraying, polishing, re-polishing, making loose covers and/or cushions, wood machining, veneering, woodturning, carving, assembling, painting, wood bending and laminating. Furniture manufacturing will also include the manufacturing, repairing, polishing, re-polishing, staining, spraying of pianos, organs, kitchen cupboards, attached wall cupboards, built-in cupboards, free standing bars or built-in bar counters, cane, wicker or grass furniture, cabinets including cabinets for musical instruments and radios, wireless or television cabinets, bathroom cupboards, cupboard tops and furniture for tea-rooms, restaurants, offices, churches, schools, libraries, other educational institutions, conference centres and theatres but excluding the manufacturing of furniture made mainly of metal and/or plastic materials.

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(b) **Bedding**

The manufacturing, repairing, covering, re-covering of mattress bases, mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches, spring units, box-spring mattresses and studio couches but excluding the manufacturing of bedding made mainly of metal and/or plastic materials.

"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 are 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, pelmets and mattress bases."

4. CLAUSE 7: NEWLY ESTABLISHED SMALL EMPLOYER CONCESSION

Substitute clause 7 with the following:

7. NEWLY ESTABLISHED SMALL EMPLOYER CONCESSION

"Newly established establishments who employ no more than a total of 10 employees (including employees involved in activities other than furniture, bedding and upholstery manufacturing activities e.g. administration, sales, marketing, etc), may apply for the following phasing in concession, provided that their employees agree thereto. The establishment concerned shall then be prohibited from making use of a Newly Employed Employee Concession for any of its employees as per clause 7A hereunder until the expiry date of Phase 3 of the Newly Established Small Employer Concession or the cancellation of the establishment's Newly Established Small Employer Concession:

PHASE ONE: First year of registration until the end of the first September following registration

During this period the employer shall be exempted from prescribed minimum wages, Leave Pay Fund moneys payable to the Council, Holiday Bonus moneys, Provident Fund,

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additional Provident Fund or Sick Benefit Society contributions. Employees may be remunerated at their current rates of pay and wage increments may be negotiated between employer and employee(s).

All other provisions of the Agreement shall remain applicable, including the following: Any accumulated leave-pay benefits accrued by the employees prior to October of the first year of registration must be paid out by the employee's employer to the employee in terms of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997)(as amended), when due. The following moneys shall be payable to the Council as prescribed in Schedule 1:

- (a) Council levies;
- (b) Trade union subscriptions (if applicable); and
- (c) Agency Shop Fees.

PHASE TWO: October of the second year of registration to the end of September of the following year

During this period the employee(s) shall be remunerated at their current rates of pay and wage increments may be negotiated between employer and employee(s). In addition to the levies, contributions and fees payable to the Council in Phase One, the following contributions shall become payable to the Council as prescribed in Schedule 1:

- (a) Leave Pay moneys; and
- (b) Holiday Bonus moneys.

PHASE THREE: October of the third year of registration to the end of September of the following year

During this period the employee(s) shall be remunerated at not less than 75% of the prevailing minimum weekly wage rates as prescribed in Schedule 2 or Schedule 3. In addition to the levies, contributions and fees payable in Phases One and Two, the following contributions shall become payable as prescribed in Schedule 1:

Provident Fund contributions.

PHASE FOUR: As from October of the fourth year of registration

All the provisions of the prevailing Agreement administered by this Council shall become

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applicable, including the payment of at least a 100% of minimum weekly wages as prescribed in Schedule 2 or Schedule 3 and the payment of additional Provident Fund contributions or Sick Benefit Society contributions as prescribed in Schedule 1.

In the event of an establishment employing in excess of 10 employees at any time, all the provisions of the prevailing Agreement, including wages at no less than 100% of the prevailing minimum prescribed weekly wage rates and all levies, contributions and fees normally payable to this Council, shall come into effect immediately.”.

5. CLAUSE 7A: NEWLY EMPLOYED EMPLOYEE CONCESSION

Substitute the following for clause 7A:

7A. NEWLY EMPLOYED EMPLOYEE CONCESSION

“The following calculations may be applied to determine the remuneration, levies, contributions and fees payable to any newly employed employee who commences employment with an employer for the first time after 1 July 2012, provided that the establishment concerned is not in Phase 1, Phase 2 or Phase 3 of a Newly Established Small Employer Concession:

YEAR ONE of employment:

- (a) 100% of the prescribed minimum weekly wage rates for General Workers;
- (b) 85% of the prescribed minimum weekly wage rates for all other Occupation Skills Levels of employees;
- (c) 100% of the prescribed Council Levies;
- (d) 100% of the prescribed Leave Pay Fund contributions; and
- (e) 100% of the required Agency Fee.

YEAR TWO of employment:

- (a) 100% of the prescribed minimum weekly wage rates for General Workers;
- (b) 90% of the prescribed minimum weekly wage rates for all other Occupation Skills Levels of employees;
- (c) 100% of the prescribed Council Levies;
- (d) 100% of the prescribed Leave Pay Fund contributions;
- (e) 100% of the prescribed Select Type Sick Benefit Society Contributions OR

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prescribed Additional Provident Fund contributions to the same value;

- (f) 100% of the required Agency Fee; and
- (g) Death and Disability Scheme contributions at a rate of R5-23 per week from the employer.

YEAR THREE of employment

- (a) 100% of the prescribed minimum weekly wage rates for all the Occupation Skills Levels of employees;
- (b) 100% of the prescribed Council Levies;
- (c) 100% of all prescribed Leave Pay Fund contributions;
- (d) 100% of the prescribed Select Type Sick Benefit Society contributions OR 100% of the prescribed Additional Provident fund contributions;
- (e) 100% of the required Agency Fee; and
- (f) Death and Disability Scheme contributions at a rate of R5-23 per week from the employer.

YEAR FOUR of employment

- (a) 100% of the prescribed minimum weekly wage rates for all the Occupation Skills Levels of employees;
- (b) 100% of the prescribed Council Levies;
- (c) 100% of the prescribed Leave Pay Fund contributions;
- (d) 100% of the prescribed Select Type Sick Benefit Society contributions OR 100% of the prescribed Additional Provident fund contributions;
- (e) 100% of the required Agency Fee;
- (f) Death and Disability Scheme contributions at a rate of R5-23 per week from the employer; and
- (g) 50% of the prescribed Holiday Bonus Fund contributions.

After completion of this year the payment of full contributions and levies become payable to the Council by all employers and all employees."

6. CLAUSE 11: LEAVE PAY FUND

- (1) Substitute the following for clause 11.3:

"11.3 Leave Pay moneys shall be paid by the employer to his employees between 7 December and 13 December of each year, failing which the employer shall

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pay a penalty equal to 1 month's interest of 15% per annum to the council on the amount paid late to his employees.”.

- (2) Insert the following new clause 11.4 and renumber clauses 11.4, 11.5, 11.5.1, 11.5.2, 11.5.3, 11.5.4 and 11.5.5 accordingly:

“11.4 Leave Pay moneys received by the Council shall be paid by the Council to employees whose contracts of employment have been terminated during the course of a contribution year, within 2 months after such termination date.”.

- (3) Insert the following new clause 11.5:

“If an employee receives his Leave Pay moneys between the 7th and the 13th of December and the employee is absent from his workplace immediately after payment has been received with no valid medical certificate, the specific employee will only be entitled to be paid his Leave Pay Fund moneys on the last working day of the establishment's next annual closure date.”.

7. CLAUSE 12: HOLIDAY BONUS FUND

- (1) Substitute the following for clause 12.3:

“12.3 Holiday Bonus Fund moneys shall be paid by the employer to his employees between 7 December and 13 December of each year, failing which the employer shall pay a penalty equal to 1 month's interest of 15% per annum to the Council on the amount paid late to his employees.”.

- (2) Insert the following new clause 12.4 and renumber clauses 12.4, 12.5, 12.5.1, 12.5.2, 12.5.3, 12.5.4 and 12.5.5 accordingly:

“12.4 Holiday Bonus Fund contributions received by the Council shall be paid by the Council to employees whose contracts of employment have been terminated during the course of a contribution year, within 2 months after such termination date.”.

- (3) Insert the following new clause 12.5:

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"12.5 If an employee receives his Holiday Bonus Fund moneys between the 7th and the 13th of December and the employee is absent from his workplace immediately after payment has been received with no valid medical certificate, the specific employee will only be entitled to be paid his Holiday Bonus Fund moneys on the last working day of the establishments next annual closure date."

8. CLAUSE 13: REMUNERATION

- (1) Substitute the following for clause 13.6.1.1:

"13.6.1.1 Wages shall be deposited into employees' bank accounts on pay day each week."

- (2) Substitute the following for clause 13.10:

"13.10 Payment of shift allowance

A night shift allowance, which will provide for meal and transport costs, is payable to an employee where the employee is employed between 18:00 and 06:00 at the following rates of pay:

13.10.1 Employee employed prior to 1 July 2012

The employer shall pay the employee his ordinary rate of pay, plus a 17.5% night shift allowance.

13.10.2 Employee employed as from 1 July 2012

The employer shall pay the employee his ordinary rate of pay, plus a 13% night shift allowance.

CHAPTER 3

9. CLAUSE 1: PREAMBLE

Delete clause 1.2.

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CHAPTER 4**10. A. OCCUPATION SKILLS LEVELS –
FURNITURE, BEDDING AND UPHOLSTERY SECTOR**

Delete the "A." in the heading "Occupation Skills Levels – Furniture, Bedding and Upholstery Sector".

**11. B. OCCUPATION SKILLS LEVELS –
CURTAINING SECTOR**

Delete the whole of the clause "B. Occupation Skills Levels – Curtaining Sector".

SCHEDULE 1**12. CONTRIBUTIONS, LEVIES, MONEYS AND REGISTRATION FEE PAYABLE TO
THE COUNCIL**

(1) Substitute the following for the heading of Schedule 1:

"CONTRIBUTIONS, LEVIES AND REGISTRATION FEE PAYABLE TO THE COUNCIL".

(2) Substitute the following for clause 1:

"1. LEAVE PAY FUND CONTRIBUTIONS

1.1 The Leave Pay Fund contributions payable by the employer to the Council shall be calculated at a rate of 6% of the ordinary hours worked by the employee and on the hours which would ordinarily have been worked by the employee on paid public holidays and trade union representative leave days.

1.2 The amount payable for working employers shall be at a rate of 6% of a foreman's prescribed minimum weekly wage.

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- 1.3 No Leave Pay Fund contributions are payable on wages which are payable for overtime wages, hours worked on a Sunday, allowances and on wages which are payable for sick leave days, study leave days and family responsibility leave days."

(3) Substitute the following for clause 2:

"2. HOLIDAY BONUS FUND CONTRIBUTIONS

- 2.1 Holiday Bonus Fund contributions shall be payable to the Council at the prescribed rates by the employer and employee when more than 20 hours' wages per week are payable to an employee in respect of ordinary hours worked by the employee and on the hours which would ordinarily would have been worked by the employee on:
- 2.1.1 paid public holidays;
 - 2.1.2 trade union representative leave days;
 - 2.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
 - 2.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.
- 2.2 The Holiday Bonus Fund contributions payable to the Council shall be determined as follows:
- 2.2.1 9% of the employee's ordinary weekly wages if the employee has lost 20 minutes or less of the full possible number of ordinary hours that the employee is entitled to be paid for in any specific pay week.

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- 2.2.2 5% of the employee's ordinary weekly wages if the employee has lost between 21 minutes and 60 minutes of the full possible number of ordinary hours that the employee is entitled to be paid for in any specific pay week.
- 2.2.3 9% of a foreman's prescribed minimum weekly wage for working employers.
- 2.2.4 No Holiday Bonus Fund contributions are payable on wages which are payable for overtime wages, hours worked on a Sunday, allowances and on wages which are payable for study leave days.

(4) Substitute the following for clause 3:

"3. PROVIDENT FUND

- 3.1 Provident Fund contributions shall be payable to the Council at the prescribed rates by the employer and employee when more than 20 hours' wages per week are payable to an employee in respect of ordinary hours worked by the employee and on the hours which would ordinarily would have been worked by the employee on:
 - 3.1.1 paid public holidays;
 - 3.1.2 trade union representative leave days;
 - 3.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
 - 3.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.

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3.2 The Provident Fund contributions payable to the Council shall be determined as follows for:

3.2.1 *Employees in the Industry:* 6% of normal weekly wage from the employee per week plus an equal amount from the employer.

3.2.2 *Working employers:* 12% of a foreman's prescribed weekly wage."

(5) Substitute the following for clause 4 and renumber clauses 4.1 and 4.2 accordingly:

"4. **ADDITIONAL PROVIDENT FUND**

4.1 Additional Provident Fund contributions shall be payable to the Council at the prescribed rates by the employer and employee when more than 20 hours' wages per week are payable to an employee in respect of ordinary hours worked by the employee and on the hours which would ordinarily would have been worked by the employee on:

4.1.1 paid public holidays;

4.1.2 trade union representative leave days;

4.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

4.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the

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relevant death certificate by the employee to his employer.

- 4.2 All employees and all employers, including working employers who do not qualify for membership of either the Furnmed Sick Benefit Society or the NUFAWSA Sick Benefit Society, shall pay additional Provident Fund contributions equal to the Furnmed Sick Benefit Society's member contributions:".

- (6) Substitute the following for clause 5.1 and renumber clauses 5.1.1, 5.1.2, 5.1.3 and 5.1.4 accordingly:

"5.1 FURNMED SICK BENEFIT SOCIETY – STANDARD TYPE BENEFIT OPTION (For all areas excluding the Free State Province)

- 5.1.1 These contributions shall be payable to the Council at the prescribed rates by the employer and employee when more than **20 hours' wages** per week are payable to an employee in respect of ordinary hours worked by the employee and on the hours which would ordinarily would have been worked by the employee on:

5.1.1.1 paid public holidays;

5.1.1.2 trade union representative leave days;

5.1.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

5.1.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.".

- (8) Substitute the following for clause 5.2 and renumber clauses 5.2.1, 5.2.2 and 5.2.3 and 5.2.4 accordingly:

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"5.2 FURNMED SICK BENEFIT SOCIETY – STANDARD TYPE BENEFIT OPTION (for the Free State Province ONLY)

5.2.1 These contributions shall be payable to the Council at the prescribed rates by the employer and employee when more than 20 hours' wages per week are payable to an employee in respect of ordinary hours worked by the employee and on the hours which would ordinarily would have been worked by the employee on:

5.2.1.1 paid public holidays;

5.2.1.2 trade union representative leave days;

5.2.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

5.2.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer."

(7) Insert the following new clause 5.3:

"5.3 FURNMED SICK BENEFIT SOCIETY – SELECT TYPE BENEFIT OPTION (for all areas excluding Free State Province)

5.3.1 These contributions shall be payable to the Council for all newly employed employees who earn R700-00 or less per week and who are eligible for membership of the Furnmed Sick Benefit Society and shall be payable only when more than 20 hours' wages per week are payable to an employee in respect of ordinary hours worked by the employee and on the hours which would ordinarily would have been worked by the employee on:

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- 5.3.1.1 paid public holidays;
- 5.3.1.2. trade union representative leave days;
- 5.3.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
- 5.3.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer."

5.3.2 The Furnmed Sick Benefit Society contributions payable to the Council shall be determined as follows for:

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| Member | R30-00 per week payable by the employee and R48-73 per week payable by the employer." |
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- (9) Insert the following new clause 5.4 and renumber clauses 5.3, 5.4 and 5.5 accordingly:

**"5.4 FURNMED SICK BENEFIT SOCIETY – SELECT TYPE BENEFIT OPTION
(for the Free State Province ONLY)**

- 5.4.1 These contributions shall be payable to the Council for all newly employed employees who earn R700-00 or less per week and who are eligible for membership of the Furnmed Sick Benefit Society and shall be payable only when more than 20 hours' wages per week are payable to an employee in respect of ordinary hours worked by the employee and on the hours which would ordinarily would have been worked by the employee on:

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- 5.4.1.1 paid public holidays;
- 5.4.1.2. trade union representative leave days;
- 5.4.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
- 5.4.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer."

5.4.2 The Furnmed Sick Benefit Society contributions payable to the Council shall be determined as follows for:

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|--------|---|
| Member | R15-00 per week payable by the employee and R54-00 per week payable by the employer." |
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(10) Substitute the following for clause 5.5:

"5.5 NUFAWSA SICK BENEFIT SOCIETY– STANDARD TYPE BENEFIT OPTION (for all areas excluding the Free State Province)

5.5.1 These contributions shall be payable at the prescribed rates by the employer and employee when more than 20 hours' wages per week are payable to an employee in respect of ordinary hours worked by the employee and on the hours which would ordinarily would have been worked by the employee on:

- 5.5.1.1 paid public holidays;
- 5.5.1.2 trade union representative leave days;
- 5.5.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented

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by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

- 5.5.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer."

- (12) Substitute the following for clause 5.6 and renumber clauses 5.6.1, 5.6.2, 5.6.3 and 5.6.4 accordingly:

"5.6 NUFAWSA SICK BENEFIT SOCIETY – STANDARD TYPE BENEFIT OPTION (for the Free State Province ONLY)

- 5.6.1 These contributions shall be payable at the prescribed rates by the employer and employee when more than **20 hours' wages** per week are payable to an employee in respect of ordinary hours worked by the employee and on the hours which would ordinarily would have been worked by the employee on:

5.6.1.1 paid public holidays;

5.6.1.2 trade union representative leave days;

5.6.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

5.6.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer."

- (11) Insert the following new clause 5.7:

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K.T.C.

**"5.7 NUFAWSA SICK BENEFIT SOCIETY – SELECT TYPE BENEFIT OPTION
(for all areas excluding the Free State Province)**

5.7.1 These contributions shall be payable for all newly employed employees who earn R700-00 or less per week and who are eligible for membership of the NUFAWSA Sick Benefit Society and shall be payable only when more than 20 hours' wages per week are payable to an employee in respect of ordinary hours worked by the employee and on the hours which would ordinarily would have been worked by the employee on:

5.7.1.1 paid public holidays;

5.7.1.2. trade union representative leave days;

5.7.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

5.7.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer."

5.7.2 The NUFAWSA Sick Benefit Society contributions shall be determined as follows for:

Member

R15-00 per week payable by the employee and R54-00 per week payable by the employer."

(13) Insert the following new clause 5.8:

"5.8 NUFAWSA SICK BENEFIT SOCIETY – SELECT TYPE BENEFIT OPTION

S. P. [Signature]
K. T. [Signature]

(for the Free State Province ONLY)

5.8.1 These contributions shall be payable for all newly employed employees who earn R700-00 or less per week and who are eligible for membership of the NUFAWSA Sick Benefit Society and shall be payable only when more than 20 hours' wages per week are payable to an employee in respect of ordinary hours worked by the employee and on the hours which would ordinarily would have been worked by the employee on:

5.8.1.1 paid public holidays;

5.8.1.2. trade union representative leave days;

5.8.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

5.8.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.”.

5.8.2 The NUFAWSA Sick Benefit Society contributions shall be determined as follows for:

Member

R15-00 per week payable by the employee and R54-00 per week payable by the employer.”.

(14) Substitute the following for clause 6:

“6. COUNCIL LEVIES

6.1 Council levies shall be payable to the Council at the prescribed rates by

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K.T. [Signature]

the employer and employee when more than 10 hours' wages per week are payable to an employee in respect of ordinary hours worked by the employee and on the hours which would ordinarily would have been worked by the employee on:

- 6.1.1.1 paid public holidays;
- 6.1.1.2 trade union representative leave days;
- 6.1.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
- 6.1.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer."

6.2 The Council levies payable to the Council shall amount to R6-85 per week by the employer and R6-85 per week by the employee."

(15) Substitute the following for clause 7:

"7. DISPUTE RESOLUTION LEVIES

7.1 Dispute Resolution levies shall be payable to the Council at the prescribed rates by the employer and employee when more than 20 hours' wages per week are payable to an employee in respect of ordinary hours worked by the employee and on the hours which would ordinarily would have been worked by the employee on:

- 7.1.1 paid public holidays;
- 7.1.2 trade union representative leave days;
- 7.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the

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K. T. C.

employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

- 7.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer."

- 7.2 The Dispute Resolution levies payable to the Council shall amount to R0-00 per week by the employer and R0-00 per week by the employee."

(16) Insert the following new clause 9:

9. DEATH AND DISABILITY SCHEME (D.D.S.) CONTRIBUTIONS

- 9.1 These contributions are only applicable to newly employed employees from year two of employment and shall be payable to the Council at the prescribed rates by the employer when more than **15 hours' wages** per week are payable to an employee in respect of ordinary hours worked by the employee and on the hours which would ordinarily would have been worked by the employee on:

9.1.1 paid public holidays;

9.1.2 trade union representative leave days;

9.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

9.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer."

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K.T.C.

- 9.2 The Death and Disability contributions payable to the Council shall amount to R5-23 per week by the employer and R0-00 per week by the employee."

SCHEDULE 2

13. SPECIFIED MINIMUM WEEKLY WAGE INCREASES, MINIMUM WEEKLY WAGE RATES AND SUBSISTENCE ALLOWANCE (for all areas excluding the Province of the Free State)

- (1) Substitute the following for clause 1:

"1. Specified minimum weekly wage increases and minimum weekly wage rates:

| Sector | Occupation Skills Level | Occupation Skills Level Code | Minimum weekly wage increases effective for parties as from the 1 st pay week in July 2012 and for non-parties on such date as may be fixed by the Minister of Labour | Minimum weekly wage rates effective for parties as from the 1 st pay week in July 2012 and for non-parties on such date as may be fixed by the Minister of Labour |
|-----------------------------------|-------------------------|------------------------------|--|--|
| Furniture, Bedding and Upholstery | General Worker | 05 | 7.2% of actual weekly wages | R430-00 |
| | Semi-skilled employee | 04 | 7.2% of actual weekly wages | R633-55 |
| | Skilled employee | 03 | 7.2% of actual weekly wages | R680-72 |

SIP
K.T.C.

| | | | | |
|--|--------------------|----|-----------------------------|---------|
| | Chargehand | 02 | 7.2% of actual weekly wages | R734-32 |
| | Foreman/Supervisor | 01 | 7.2% of actual weekly wages | R734-32 |

- (2) Delete clause 2 and renumber clause 3 accordingly.

SCHEDULE 3

14. SPECIFIED MINIMUM WEEKLY WAGE INCREASES, MINIMUM WEEKLY WAGE RATES AND SUBSISTENCE ALLOWANCE (for the Free State Province ONLY)

- (1) Substitute the following for clause 1:

"1. Specified minimum weekly wage increases and minimum weekly wage rates:

| Sector | Occupation Skills Level | Occupation Skills Level Code | Minimum weekly wage increases effective for parties as from the 1 st pay week in July 2012 and for non-parties on such date as may be fixed by the Minister of Labour | Minimum weekly wage rates effective for parties as from the 1 st pay week in July 2012 and for non-parties on such date as may be fixed by the Minister of Labour |
|-----------------------------------|-------------------------|------------------------------|--|--|
| Furniture, Bedding and Upholstery | General Worker | 05 | 7.2% of actual weekly wages | R430-00 |
| | Semi-skilled employee | 04 | 7.2% of actual weekly wages | R494-26 |
| | Skilled employee | 03 | 7.2% of actual | R649-77 |

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| | | | | |
|--|--------------------|----|-----------------------------|---------|
| | | | weekly wages | |
| | Chargehand | 02 | 7.2% of actual weekly wages | R697-06 |
| | Foreman/Supervisor | 01 | 7.2% of actual weekly wages | R697-06 |

(2) Delete clause 2 and renumber clauses 3, 3.1 and 3.2 accordingly.

15. 1 JULY 2010 TO 30 JUNE 2012

Substitute the clause 1 July 2010 to 30 June 2012 with the following:

"1 JULY 2013 TO 30 JUNE 2014

Across the board minimum weekly wage increases of 7.2% of actual weekly wages shall become applicable as from each establishment's first pay week in July 2013, provided that the CPI rate for the year ending April 2013 is not below 3.5% or above 9.2%. If the official CPI rate for the year ending April 2013 is below 3.5% or above 9.2% the parties to the agreement shall meet to negotiate wage increases for the period 1 July 2013 to 30 June 2014."

Agreement signed at Johannesburg on this 10th day of April 2012.


P LUNGA

Chairman of the Council


K CHAUKE

Vice-Chairman of the Council


WA JANSE VAN RENSBURG

General Secretary