

## DEPARTMENT OF LABOUR

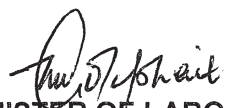
NO. R. 708

10 JUNE 2016

## LABOUR RELATIONS ACT, 1995

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

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with section 32(3)(b) and (c) and section 32(8) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Furniture Manufacturing Industry of the Western Cape**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this Notice and for the period ending 30 June 2016.

  
MINISTER OF LABOUR  
25/05/2016

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

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

**Cape Furniture Manufacturers' Association**

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

**National Union of Furniture and Allied Workers of  
South Africa**

(hereinafter referred to as the "Employees" or the "trade union") of the other part, being the parties to the  
Bargaining Council for the Furniture Manufacturing Industry of the Western Cape.

**DIVISION OF AGREEMENT**

This Agreement is divided into three parts as follows:

**PART I****A – Administrative issues**

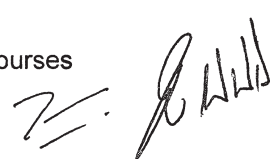
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| Clause 1 | - | Scope of application of Agreement |
| Clause 2 | - | Period of operation of Agreement  |
| Clause 3 | - | Definitions                       |



- Clause 4 - Exemptions
- Clause 5 - Registration of Employers
- Clause 6 - Exhibition of agreement
- Clause 7 - Keeping of records
- Clause 8 - Trade Union representatives on the Council
- Clause 9 - Trade Union Office Bearers
- Clause 10 - Administration of agreement
- Clause 11 - Agents
- Clause 12 - Monthly Statement
- Clause 13 - Normal retirement age
- Clause 14 - Weekly return of Employees
- Clause 15 - Dispute resolution procedure

**B – Terms and conditions of employment**

- Clause 16 - Hours of work
- Clause 17 - Payment of remuneration
- Clause 18 - Employment of Minors
- Clause 19 - Forenoon and afternoon intervals
- Clause 20 - Abatement of wages
- Clause 21 - Termination of employment
- Clause 22 - Night shift work
- Clause 23 - Hourly Rate
- Clause 24 - Sick leave
- Clause 25 - Maternity leave and temporary contract Employees
- Clause 26 - Severance pay
- Clause 27 - Casual Employees
- Clause 28 - Family responsibility leave
- Clause 29 - Trade Union representatives
- Clause 30 - Time off work to attend further training or further education courses
- Clause 31 - Shutdown period



- Clause 32 - Annual Leave
- Clause 33 - Short Time
- Clause 34 - New Industry Entrant Employee contributions grace period
- Clause 35 - Fixed term contracts of employment

#### **C – Contributions and deductions**

- Clause 36 - Expenses of the Council – Council Levy
- Clause 37 - Holidays and Holiday and Bonus Fund
- Clause 38 - Subsistence allowance
- Clause 39 - Trade Union contributions
- Clause 40 - Levies payable by Employers who are members of the  
Employers' Association
- Clause 41 - Provident Fund contributions
- Clause 42 - Medical III Health Benefit Fund

#### **PART II**

- Clause 43 - Wages increase
- Clause 44 - Fines

#### **PART III**

- Annexure A - Job Grading and minimum new entrant wages
- Annexure B - Monthly statement to be submitted in terms of clause 12
- Annexure C - Hours of work notice required under clause 17(6)
- Annexure D - Registration as an Employer Form to be submitted in terms of clause 6
- Annexure E - Weekly return of Employees to be submitted in terms of clause 14
- Annexure F - Dispute Resolution Procedure in terms of clause 15
- Annexure G - Public Holidays in terms of clause 31
- Annexure H - Provident Fund percentage contributions



**PART I****A – Administrative issues****1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry:
- (a) by all Employers who are members of the Employers' organisation and by all Employees who are members of the trade union, and who are engaged and employed in the Industry, respectively; and
  - (b) in the Provinces of the Northern Cape and Western Cape excluding the Magisterial Districts George, Knysna, Mossel Bay, Plettenberg Bay and Oudtshoorn.
- (2) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall:-
- (a) apply only to employees for whom minimum wages are prescribed in this Agreement and to employers of such employees.
  - (b) apply to Learners in so far as the terms are not inconsistent with the Skills Development Act, 97 of 1998, or any contract entered into or any condition fixed under the Skills Development Act, 97 of 1998.
- 3 The terms of this Agreement shall not apply to non-parties in respect of clauses 1.1.(a), and 2 of this Agreement

**2. PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation:-

- (1) (a) in respect of parties to this agreement, on the date of signature;
- (b) in respect of non-parties, on such date as fixed by the Minister of Labour in terms of section 32 of the Act.
- (2) This Agreement shall remain in force for the period ending 30 June 2016.



### 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 feminine and vice versa.

(Unless inconsistent with the context, the following definitions shall apply to all Parts of this Agreement, and -

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

**"Bonus"** means -

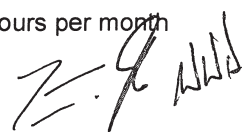
- (a) any payment in addition to the prescribed or agreed wage of an Employee arising from employment under a bonus incentive scheme which is stipulated as such in the wage register;
- (b) any other special or occasional payment by an Employer to an Employee in excess of the prescribed or agreed wage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

**"Casual Employee"** means an Employee who is employed by the same Employer for not more than 24 hours in any one month;

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

**"Employee"** for the purpose of this agreement a person who works for, or renders services to any other person, is presumed, regardless of the form of the contract, to be an employee, if any one or more of the following factors are present:

- (a) the manner in which the person works is subject to the control or direction of another person;
- (b) the person's hours of work are subject to the control or direction of another person;
- (c) In the case of a person who works for an organisation, the person forms part of that organisation;
- (d) the person has worked for that other person for an average of at least 40 hours per month over the last three months;



- (e) the person is economically dependent on the other person for whom he or she works or renders services;
- (f) the person is provided with tools of trade or work equipment by the other person; or
- (g) the person only works for or renders services to one person.

If one or more of these factors are present, the person is presumed to be an Employee until the contrary is proved.

**“Employer”** means a person who employs Employees in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry, including a Labour Broker who supplies Employees to the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry;

**“Employment”** means the total length of all periods of an Employee's service in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry, but excluding a period of broken service in excess of 12 consecutive months;

**“Establishment”** means any place in which the Furniture, Bedding, Upholstery and Curtain Manufacturing is carried on;

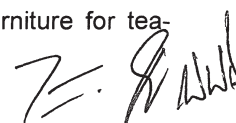
**“Furniture, Bedding, Upholstery and Curtain Manufacturing Industry”** or **“Industry”** means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture, either in whole or in part, of all types of components of furniture, furniture, bedding, curtains, 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, making loose covers and/or cushions, 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, 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, spring mattresses, overlays, bolsters, pillows, cushions for studio couches, spring units, box-spring mattresses, 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 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, seating, pelmets, mattress bases, foam mattresses 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.

“**Hourly rate**” means the rate determined in accordance with the provisions of clause 24 of this Agreement;

“**Labour Broker**” means any person who, for reward, procures for or provides to a client other persons—

(a) who render services to, or perform work for, the client; and

(b) who are remunerated by the Labour Broker.

“**Learner**” means an Employee serving under a written contract of learnership registered or deemed to be registered under the provisions of the Skills Development Act 97, of 1998;

“**New Industry Entrant Employee**” means an employee who has never previously worked in the furniture manufacturing industry;

“**Night work**” means work performed after 18H00 and before 06H00 the next day;

“**Normal retirement age**” means the age of 60 years;

“**Normal time**” means the standard minimum hours that an Employee is required to work on which the Employee’s basic weekly wage rate is paid;

“**Ordinary hours**” means the hours between the specified starting and finishing time of work for each day of the week excluding the meal interval;





"**Piece-work**" means any system according to which payment is based on quantity or output of work done;

"**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 Employees who lose their employment through redundancy being re-employed in their previous positions;

"**Registrar**" means the Registrar of Labour Relations appointed in terms of section 108 of the Labour Relations Act, No. 66 of 1995;

"**Remuneration**" means any payment in money made or owing to any person which arises in any matter whatsoever out of employment;

"**Retrenchment**" means the loss of employment as a result of a downturn in the economic affairs of an establishment or as an operational requirement;

"**Shop steward**" means a member of a Trade Union who is elected to represent the Employees in a workplace;

"**Senior Shop Steward**" means that shop steward, elected by the Union members from the three or more shop stewards in a plant or establishment, which qualifies for more than two shop stewards, in terms of clause 30 of the Main Collective Agreement and shall be recognised as exercising authority over other shop stewards in such plant or establishment;

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

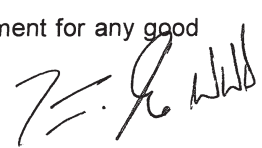
"**Temporary employment services**" means any person who, for reward, procures for or provides to a client other persons—

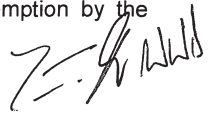
- (a) who render services to, or perform work for, the client; and
- (b) who are remunerated by the temporary employment service.

"**Wage**" means that portion of the remuneration payable in money to an Employee in respect of his ordinary hours of work;

#### 4. EXEMPTIONS

- (1) The Council may grant exemption from any or all the 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 Agreements.
  - (4) The exemption body shall decide on an application for exemption within 30 days of receipt.
  - (5) Applications for Exemptions shall be in writing on the prescribed form and be fully motivated with relevant supporting documents.
  - (6) Upon receipt of an application 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 exemption a license signed by the Chairman and Secretary of the Council setting out -
    - (a) the full name of the person concerned;
    - (b) the provisions of the Agreement from which exemption is granted;
    - (c) the conditions fixed in accordance with the provisions of sub-clause (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; and
    - (c) where exemption is granted to an Employee, 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. 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.
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- (10) The notice of appeal must set out the grounds on which the applicant's appeal is based.
- (11) No representative, office bearer, or official of the Council, trade union or employers' organisation party to the Council may be a member or participate in the deliberations of the Independent Body.
- (12) In considering the application, the Exemptions Body and Independent Body shall take into consideration all relevant factors, which may 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 amendments 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
- (13) If the application is granted, the Exemptions Body or Independent Body shall issue an exemption 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 is granted;
  - (d) the period for which then exemption shall operate;
  - (e) the date of issue;
  - (f) the condition(s) of the exemption granted
- (14) The Exemptions 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.
- (15) 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

- (1) Every Employer on whom this Agreement is binding and who has not already done so in terms of a previous agreement shall, within one month of the date on which this Agreement becomes binding on him:-
  - (a) forward to the Secretary of the Council a duly completed registration form in the form specified in Annexure D to this Agreement, together with the documents specified in such Annexure.

Note. - This Annexure is obtainable on from the Secretary of the Council, at 7 Maritz Street, Bellville, or P.O. Box 1529, Sanlamhof, 7532, or by emailing [correspondence@furniture.org.za](mailto:correspondence@furniture.org.za) or from the Council's website at [www.furniture.org.za](http://www.furniture.org.za)
- (2) Within seven days of the occurrence of any of the following events, namely-
  - (a) any change in the particulars specified in Annexure D to this Agreement; or



- (b) the sequestration of the Employer's estate or the voluntary surrender thereof; or
- (c) the provisional or final winding up or the provisional or final placing of the Employer under judicial management; or
- (d) the acquisition or commencement by the Employer of any other business which is subject to this Agreement; or
- (e) the transfer or abandonment of the business carried on by the Employer; every Employer shall furnish the Secretary of the Council with a written statement setting forth full particulars of such change or event.

#### **6. EXHIBITION OF AGREEMENT**

- (1) Every Employer on 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 the Employees at all times;

#### **7. KEEPING OF RECORDS**

- (1) Every Employer must keep records as required in terms of section 31 of the Basic Conditions of Employment Act, 75 of 1997. These records shall be kept written in a legible and indelible manner.

#### **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) If more than one Trade Union representative on the Council is from the same Employer, the Employer shall not be expected to pay for more than one of the Employees lost time while attending to or performing duties as a delegate to the Council.



**9. TRADE UNION OFFICE BEARERS**

- (1) An Office Bearer of a trade union party to the Council is entitled to fifty (50) hours paid time off work per annum to conduct their trade union responsibilities. Any hours in excess of fifty hours, excluding shop steward leave, shall be unpaid.
- (2) The time referred to in clause 8 here above, are in addition to any shop steward leave they may be entitled to if they are also a shop steward.
- (3) The party trade union must notify the company in writing at least three (3) working days prior to the event that time off work for an Office Bearer for trade union activities is required.
- (4) An employer shall not unreasonably withhold such permission.

**10. ADMINISTRATION OF AGREEMENT**

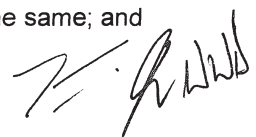
- (1) The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion and rulings not inconsistent with the provisions thereof for the guidance of Employers and Employees.

**11. AGENTS**

- (1) The Minister shall appoint, at the request of the Council, one or more specified persons as a Designated Agent to assist in giving effect to the terms of this Agreement.

In accordance with Schedule 10 of the Act and in addition thereto the Designated Agent shall have the right to: -

- (a) enter, inspect and examine any premises or place in which Furniture Manufacturing is carried on and at any time when the Designated Agent has reasonable cause to believe any person is employed therein; and
- (b) orally examine, either alone or in the presence of any other person, as the Designated Agent thinks fit, with respect to matters relating to this Agreement, every Employee whom the Designated Agent finds in or about the premises or place and require such Employee to answer questions put to such employee; and
- (c) require the production of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect, examine and copy the same; and



- (d) require the production of and inspect, examine and copy all pay sheets, books or computers wherein an account is kept of hours worked, deductions made and or actual wages paid to an Employee.
- (2) The Designated Agent, when entering, inspecting or examining any such place shall, upon request show his certificate of authority, and may take with him an interpreter or any other person the Designated Agent deems appropriate in the fulfilment of their duties.
- (3) Every person upon whom the provisions of this Agreement are binding shall grant the Designated Agent all facilities referred to above.

## 12. MONTHLY STATEMENT

- (1) All payments to be made to the Council in terms of clauses 36, 37, 40, 41, 42 and 43 of this Agreement shall be accompanied by a statement in the form prescribed in Annexure B to this Agreement.
  - (a) Such statement is to be submitted by no later than the seventh (7<sup>th</sup>) day of each month following that in respect of which they are due.
- (2) Any monies received by the Council from an Employer as payment in terms of sub-clause (1) shall, taking into account all amounts then owing to the Council by that Employer, in the sole discretion of the Council, be allocated to and set off: -
  - (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 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) 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.





**13. NORMAL RETIREMENT AGE**

- (1) An Employee may retire at the age of 60 years.
- (2) Every Employer registered with the Council in terms of clause 5 of this Agreement, and every Employee employed in the Industry as at the date on which this Agreement comes into operation, must submit the Employee's identity number and/or alternatively other acceptable documentary proof of the Employee's age to the Council.

**14. WEEKLY RETURN OF EMPLOYEES**

- (1) Every Employer shall submit to the Council a statement in the form prescribed in Annexure E to this Agreement, reflecting particulars of Employees engaged, discharged, or who resigned during any one week, not later than the Friday following the pay-day of the week to which the statement relates.

**15. DISPUTE RESOLUTION PROCEDURE**

- (1) In the event of a dispute arising about the interpretation or application of the collective agreement the parties to the dispute must:-
  - (a) 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 it that a copy of the referral has been served on all the other parties to the dispute;
- (2) If a dispute is referred 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 Labour Relations Act requires arbitration and any party to the dispute has requested that it 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.





**B Terms and Conditions of Employment****16. HOURS OF WORK****(1) Normal Working Hours**

(a) Save as is otherwise provided in this Agreement, no Employer shall require or permit an Employee, other than foremen, managers, sub-managers, senior managerial, professional, technical or administrative personnel in receipt of a salary of not less than the amount specified in the Basic Conditions of Employment Act, as amended from time to time and at the signing of this agreement equated to R205'433.30 per annum:-

(i) to work for more than 44 hours normal time, excluding meal intervals, in any one working week, comprising of: -

(a) Monday, Tuesday, Wednesday, Thursday, Friday.

(b) 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.

(c) 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.

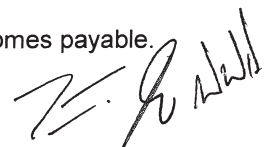
(d) Should an Employer wish to change the firm's ordinary working hours from what they had notified the Council and their Employees they would be required to apply for an exemption from the Council before implementing any change to their ordinary weekly working hours. The Council may require seventy five per cent of the firm's Employees to support the proposed change to the firm's ordinary weekly working hours.

**(2) Overtime Hours**

(a) All hours worked in excess of a firm's normal weekly working hours must be paid in accordance with section 10 of the Basic Conditions of Employment Act, 75 of 1997.

(b) Drivers and Drivers Assistants – Driver's and Driver's Assistants may not work more than twelve hours per day and more than 15 hours overtime in any one pay week.

(c) Top Up Lost Normal Time Hours – overtime hours in the same pay week can be used to top up lost normal time hours of the same pay week before overtime becomes payable.



- (d) Every Employer shall display in his establishment in a place readily accessible to his Employees a notice in the form prescribed in Annexure C to this Part of the Agreement specifying the starting and finishing time of work for each day of the week, forenoon and afternoon intervals and the meal interval.

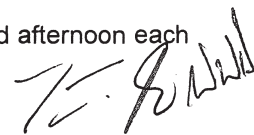
#### **17. PAYMENT OF REMUNERATION**

- (1) (a) Remuneration shall be paid in cash or electronically deposited into the Employee's bank account and be available to the Employee at normal closing time on pay-day or on termination of employment if this takes place before the ordinary pay-day.
- (b) Should an Employee be paid in cash and the Employer wishes to change to paying wages by electronic transfer, the Employer must get the consent of the Employee.
- (2) Remuneration due to Employees in terms of this Agreement shall be:
- (a) if paid in cash be handed, in a sealed envelope bearing on the outside the name of the Employer, the address of the Employer, the date of payment, the name or number of the Employee and the amount of money contained therein and how such amount is arrived at;
- or
- (b) if paid electronically in terms of paragraph 1(a) of this clause, shall be handed a wage advice bearing on the outside the name of the Employer, the address of the Employer, the date of payment, the Employee's bank account details, the name or number of the Employee and the amount of money electronically deposited into the Employee's bank account and how such amount is arrived at.

#### **18. EMPLOYMENT OF MINORS**

- (1) No person shall employ a child in the Industry who is under 15 years of age.

#### **19. FORENOON AND AFTERNOON INTERVALS**

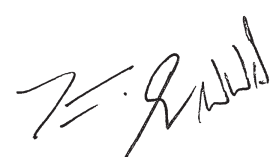
- (1) Every Employee shall be given an interval of 10 minutes both in the forenoon and afternoon each day, which shall be deemed as time worked.
- This interval shall be specified on the prescribed form referred to in clause 17(3).
- 

**20. ABATEMENT OF WAGES**

- (1) No Employee shall, while in the employ of an Employer, give to and no such 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 abatement of 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 hire property from his Employer.

**21. TERMINATION OF EMPLOYMENT**

- (1) Subject to sub-clause (4) hereof, a contract of employment terminable at the instance of a party to the contract may be terminated only on notice of not less than: -
- (a) one week, if the Employee has been employed for six months or less;
  - (b) two weeks, if the Employee has been employed for more than six months but not more than one year;
  - (c) four weeks, if the Employee has been employed for one year or more.
- (2) Notice of termination of a contract of employment must be given in writing: -
- (a) except when it is given by an illiterate Employee;
  - (b) if an Employee who receives notice of termination is not able to understand it, the notice must 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 must: -
- (a) not run concurrently with any period of leave to which the Employee is entitled in terms of clause (30), except sick leave.
- (4) Payment instead of notice: -



- (a) Instead of giving an Employee notice in terms of sub-clause (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 Employee gives notice of termination of employment, and the Employer waives any part of the notice, the Employer must pay the remuneration referred to in sub-clause (4)(a), unless the Employer and Employee agree otherwise in writing.
  - (c) If an Employee fails to give and/or work out their required notice, as per sub-clause (1) hereof, the Employer may claim notice pay from the Employee's annual leave and/or bonus.
- (5) Nothing in this clause affects the right: -
- (a) of a dismissed Employee to dispute the lawfulness or fairness of the dismissal in terms of Chapter VIII of the Labour Relations Act, 66 of 1995, or any other law; and
  - (b) of an Employer or an Employee to terminate a contract of employment without notice for any cause recognised by law.

## 22. NIGHT SHIFT WORK

- (1) In this section, "night work" means work performed after 18:00 and before 06:00 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 15 per cent allowance on their wage rate, in addition to their 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) If a shift worked by an Employee falls on a public holiday and another day, the whole shift is deemed to have been worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day.

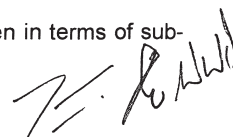


**23. HOURLY RATE**

- (1) Notwithstanding anything to the contrary in this Agreement, all work performed by Employees, other than Employees in receipt of a fixed weekly 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 ordinarily worked by an establishment.
- (2) In order to determine the hourly rate of a monthly-paid Employee in order to calculate the overtime pay that may be due to such Employee, his 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 15 per cent of the employees hourly wage rate.

**24. SICK LEAVE**

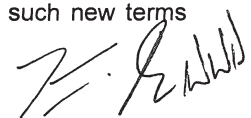
- (1) In this Chapter, "sick leave cycle" means the period of 36 months' employment with the same Employer immediately following:
  - (a) an Employee's commencement of employment; or
  - (b) the completion of that Employee's prior sick leave cycle.
- (2)
  - (a) During every sick leave cycle, an Employee is entitled to ten (10) days paid sick leave per annum.
  - (b) Should an Employee exhaust the number of paid sick leave days available due to hospitalisation, serious and or chronic illness, such an Employee is entitled to claim further days of paid sick leave, provided that there are days of sick leave available in that Employee's current three (3) year cycle.  
  
In such an event, the number of days over and above the available sick leave balance for that year will be deducted from the future years in the cycle and will mean for such a person, the annual paid sick leave days will be less than ten (10) days per annum for the balance of that three (3) year sick leave cycle."
- (3) Despite sub-clause (2), during the first six months of employment, an Employee is entitled to one day's paid sick leave for every 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 sub-clause (2) by the number of days' sick leave taken in terms of sub-clause (3).



- (5) Subject to sub-clause 6, an Employer must pay an Employee for a day's sick leave: -
- (a) the wage the Employee would ordinarily have received for work on that day; and
  - (b) on the Employee's usual pay day.
- (6) Proof of Incapacity
- (a) An Employer is not required to pay an Employee in terms of sub-clause (5) if the Employee has been absent from work for more than two consecutive days or on more than two 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.  
  
For the purpose of this sub-clause a Friday and the following Monday as well as the day before and the day after a public holiday are deemed to be consecutive days.
  - (b) The medical certificate must 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.
  - (c) An Employer is not required to pay an Employee in terms of sub-clause (5) if the Employee has been absent from work on a Friday, or on a Monday, or on a day before or after a public holiday should the Employee not produce a valid medical certificate covering the days of absence.

## **25. MATERNITY LEAVE AND TEMPORARY CONTRACT EMPLOYEES**

- (1) A female Employee shall be entitled to unpaid maternity leave as provided hereunder:
- Provided that the Employee has worked for the same Employer for a period of 12 consecutive months (excluding unpaid leave) immediately preceding such maternity leave: -
- (a) The maternity leave shall be for a period not exceeding six months, commencing 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 at 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 then 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 working days notice of her intention to return to work.
  - (b) Proof of the confinement shall be submitted to the Employer upon the Employee's return to work in the form of a birth certificate, or death certificate in the case of a miscarriage or still birth.
  - (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 sub-clause (2)(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 Employee as provided for in clause 22 hereof.

## 26. SEVERANCE PAY

- (1) On the termination of an Employee's contract of employment as a result of any of the following: -
- (a) retrenchment;
  - (b) short time;
  - (c) redundancy.

Such Employee shall receive from his Employer severance pay: Provided that the Employee has served one year's continuous service with such Employer.

- (2) The severance pay payable by the Employer to the Employee pursuant to sub-clause (1) above shall be the sum of: -
- (a) one week's wages: plus thereafter,
  - (b) one additional week's wages for each completed year of service
- (3) Employees whose services are terminated for reasons related to operational requirements shall: -





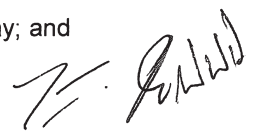
- (a) receive first preference should the positions that they previously occupied with the same employer become available within a period of six months following the date of their retrenchment; and
- (b) On the retrenched employee's re-employment, as stipulated in sub-clause (3)(a) here above, such employee shall not be paid less than their wage rate applicable as at the date of their retrenchment.

## **27. CASUAL EMPLOYEES**

- (1) A casual Employee means an Employee who works less than 24 working hours in a month for an Employer.

## **28. FAMILY RESPONSIBILITY LEAVE**

- (1) This clause applies to an Employee: -
  - (a) who has been in employment with an Employer for longer than four months; and
  - (b) who works for at least four days a week for that Employer.
- (2) An Employer must grant an Employee, during each annual leave cycle, at the request of the Employee, a total of 3 days paid leave and 2 days unpaid leave per annum, which the Employee is entitled to take: -
  - (a) when the Employee's child is born; or
  - (b) when the Employee's child is sick; or
  - (c) when the Employee's spouse or life partner is sick; or
  - (d) in the event of the death of: -
    - (i) the Employee's spouse or life partner; or
    - (ii) the Employee's parent, adoptive parent, grandparent, parent in-law, child, adoptive child, grandchild or sibling.
- (3) Subject to sub-clause (5), an Employer must 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.





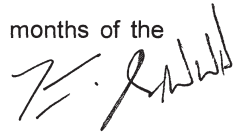
- (4) An Employee may take family responsibility leave in respect of the whole or a part of a day.
- (5) Before paying an Employee for leave in terms of this section, an Employer may require reasonable proof of an event contemplated in sub-clause (1) for which the leave was required.
- (6) An Employee's unused entitlement to leave in terms of this section lapses at the end of the annual leave cycle in which it accrues.

## 29. TRADE UNION REPRESENTATIVES

- (1) Number of Shop Stewards - In any workplace in which at least 10 members of a representative trade union are employed, those members are entitled to elect from amongst themselves:-
  - (a) if there are 10 members of the trade union employed in the workplace, one trade union representative;
  - (b) if there are more than 30 members of the trade union employed in the work place, two trade union representatives;
  - (c) if there are more than 50 members of the trade union employed in the workplace, two trade union representatives for the first 50 members, plus a further one trade union representative for every additional 50 members up to a maximum of seven trade union representatives;
  - (d) if there are more than 300 members of the trade union employed in the workplace, seven trade union representatives for the first 300 members, plus one additional trade union representative for every 100 additional members up to a maximum of 10 trade union representatives;
  - (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 12 trade union representatives; and
  - (f) if there are more than 1 000 members of the trade union employed in the workplace, 12 trade union representatives for the first 1 000 members, plus one additional trade union representative for every 500 additional members up to a maximum of 20 trade union representatives.



- (2) The names/s of the shop steward 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, 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 with the workplace-related provisions of this Agreement, any law regulating terms and conditions of employment and any collective agreement binding on the Employer;
  - (c) to report any alleged contravention of the workplace-related provisions of this Act, any law regulating terms and conditions of employment and any collective agreement binding on the Employer to:-
    - (i) the Employer; and
    - (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 training courses and/or training seminars arranged by the trade union which is a 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 the 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 a 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. Shop Steward leave shall not be cumulative nor be transferable from one Employer to another or from one year to another.
  - (b) Shop stewards' leave shall be taken only during 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 an Employer for the release of the senior shop steward and/or shop stewards. Not more than 50 percent of elected senior shop stewards and/or shop stewards at any particular Employer's firm shall attend the training course and/or training seminar on any particular day.
- (e) A senior shop steward and/or shop stewards from any one Employer's firm shall not be required to attend a training course and/or 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.

### **30. 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.

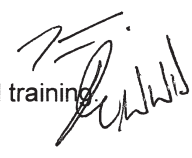
### **31. SHUT DOWN PERIOD**

- (1) Shutdown period to commence not later than the 24<sup>th</sup> December and shall not end prior to the 5<sup>th</sup> January of the following year.



- (1) 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 may be taken before the end of September of the following year.

### 33. SHORT TIME

- (1) 24 hours notice of short time shall be given to employees when there is:
- a) slackness of trade;
  - b) shortage of materials;
  - c) due to operational requirements
- (2) 1 hour notice when:
- a) as a result of major power failure outside of an establishment's control causing cessation of work;
  - b) general breakdown of plant or machinery;
  - c) an accident or unforeseen emergency.
  - d) employees so affected shall be paid in respect of such day, an amount of no less than four hours wages.
- (3) In the event that an employee reports for duty and was not notified by his employer previously that his services would not be required on that day the employee shall be paid:
- a) an amount of no less than four hours wages,
  - b) except if an employee was not at work the previous day, in such an event an employee shall be paid no less than one hour's wage.
- (4) Despite the provisions of this Clause, an employee that has been placed on short time for any period during any one pay week for a continuous period of twelve consecutive pay weeks shall be offered a retrenchment option by the employer, having due regard for retrenchment pay payable in terms of the Council's Collective Agreement and sections 189 and 189A of the Labour Relations Act.
- (5) The provisions of this clause shall not apply to Learners during any period of scheduled training.
- 

**34. NEW INDUSTRY ENTRANT EMPLOYEES****CONTRIBUTION GRACE PERIOD**

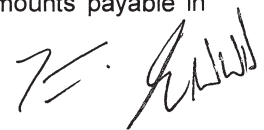
- (1) A new entrant Employee to the Industry shall only be eligible for contributions after three consecutive months of continued employment with the exception of Council levies.

**35. FIXED TERM CONTRACTS OF EMPLOYMENT**

- (1) A fixed term employment contract may not be entered into for a period longer than three (3) consecutive months, subject to the terms and conditions as stipulated in sections 198A to 198D of the Act.

**C – Contributions and deductions****36. EXPENSES OF THE COUNCIL – COUNCIL LEVY**

- (1) For the purpose of meeting the expenses of the Council, every Employer shall deduct from the wage of each of his Employees for whom a wage is paid:-
- (a) R7.10 per pay week from the period of operation of this Agreement to 30 June 2016.
- (2) To the amount so deducted, as per sub-clause (1), the Employer shall add a like amount and:-
- (a) forward month by month, and not later than the 15th day of each month, the total sum to the Secretary of the Council.
- (b) an Employer who is in arrears with payments in terms of paragraph 2 and 2(a) 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 apply may, upon so 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 sub-clause (a).



- (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 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 or becoming obliged to pay any costs, 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 forthwith to 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 any such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

### **37. HOLIDAYS AND HOLIDAY AND BONUS FUND**

- (1) All public holidays as specified in the Public Holidays Act, No. 36 of 1994, or as further declared by the President of the Republic of South Africa by publication in the Government gazette, shall be paid public holidays in terms of this agreement, refer to Annexure G of this agreement;
- (2) Whenever a public holiday, as referred to in sub-clause (1), falls on a Sunday the following Monday shall be a public holiday, in terms of section 2(1) of the Public Holidays Act, No. 36 of 1994.
- (3) (a) Every Employer shall grant his Employees annual leave of fifteen (15) consecutive paid working days, unless an agreement has been reached with the majority of the employees in terms of clause (33)(ii) where annual leave may be split.



- (b) An employee's annual leave, as per sub-clause 3(a) here above, shall be extended by virtue of the fact that any public holiday, as per sub-clause (1) here above, falling within this period shall not be included in the said fifteen (15) working annual leave days.
  - (c) The payment of any public holiday falling within an employee's annual leave must be paid to such an employee along with their last wage by normal closing time on their last working day prior to commencing their annual leave and in accordance with sub-clause (19) here above.
  - (d) Notwithstanding sub-clause (3)(c) here above, an employer may, with the consent of the employee embarking on annual leave, make payment for any public holiday falling within the employee's annual leave, on the first pay day following the date upon which the employee's said annual leave ends.
- (4) (a) Subject to the provisions of sub-clause (3)(a) and (b), all amounts payable 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.
- (b) An Employer who is in arrears with payments in terms of paragraph (a) 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 in terms of paragraph (a).
- (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 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.
- 



In the event of the Council incurring any costs or becoming obliged to pay any costs, 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, including 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 any such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

- (d) Amounts payable in terms of sub-clause (3) 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.
- (e) The Council shall keep a record of each Employee in respect of whom payments are made in terms of sub-clause (3)(a) and (b) hereof into the Cape Furniture Holiday and Bonus Fund and of the amount paid to the Cape Furniture Holiday and Bonus Fund in respect of the Employee.
- (f) The Cape Furniture Holiday and Bonus Fund shall be utilised for the purpose of distribution to Employees of holiday pay.
- (g) 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 shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund.
- (h) Moneys 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 moneys become payable shall accrue to the funds of the Council.
- (i) A public accountant who shall be appointed by the Council and whose remuneration shall be decided by the Council, shall audit the accounts of 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)(a) and (b) hereof; and
    - (b) from any other source; and

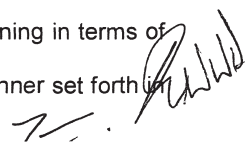




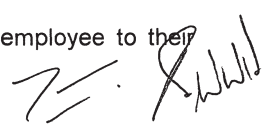
- (ii) expenditure incurred under all headings during the 12 months ended 31 October preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date. True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the 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



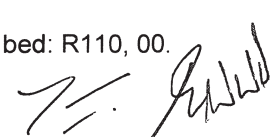
paragraph (l) and if upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in the Council's constitution as if it formed part of the general funds of the Council.

- (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
- (5) 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 of the agreement 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 unless it is in accordance with this collective agreement.
  - (b) The following holiday and bonus fund provisions apply: -
    - (i) Every employer shall pay in respect of every employee a holiday and bonus fund amount calculated on the employee's wages for the actual normal time worked in any pay week and on the hours an employee would ordinarily have worked on a paid public holiday, trade union representative leave days and on the first five days of paid sick leave on condition a medical certificate is provided and on condition that such sick leave days do not fall on a Monday or a Friday or on a day before or after a public holiday.
- Holiday and Bonus Fund contributions are payable for Family Responsibility Leave for the first two days only that are related to the death of an employee's spouse, life partner, parent, adopted parent, grand parent, child, legally adopted child, or sibling and upon presentation of the relevant death certificate by the employee to their employer.
- 

- ii) The Holiday and Bonus Fund contribution rates shall be payable to the Council and calculated as follows:-
- iii) Fifteen percent (15%) of an employee's actual normal time weekly wage if the employee has lost twenty minutes or less of the Company's ordinary/normal weekly working hours.
- iv) Eleven percent (11%) of an employee's actual normal time weekly wage if the employee has lost between twenty one and sixty minutes of the Company's ordinary/normal weekly working hours.
- v) Seven point Five percent (7.5%) of an employee's actual normal time weekly wage if the employee has lost more than sixty minutes of the Company's ordinary/normal weekly working hours.
- vi) No Holiday and Bonus Fund contributions are payable for the first 15 hours of overtime worked per week, hours worked on a Sunday, any allowances and on wages payable for study leave.  
  
However Holiday and Bonus Fund contributions shall be payable on any annual leave days taken outside of the shut down period.
- vii) On application an exemption from the above provisions may be granted should a Company have a more favourable attendance bonus scheme.
- (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, as per sub-clause (4)(a) here above.

### 38. 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.



**39. TRADE UNION CONTRIBUTIONS**

- (1) An Employer shall each week deduct from the wages of each of his Employees who are members 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:

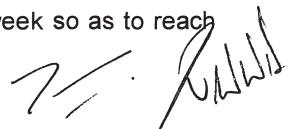
Provided that no contribution shall be made in respect of any week if the earning of the member for such week does not exceed two fifths of his normal weekly wage.

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) The Council will not be responsible to collect or hear a dispute relating to the non-payment by an Employer of Trade Union contributions.
- (3) 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.

**40. 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.

#### 41. PROVIDENT FUND CONTRIBUTIONS

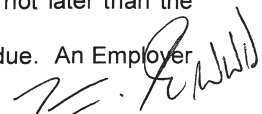
- (1) The Fund known as the "Provident Fund of the Furniture Industry of the Western Cape" ("the Fund") established in terms of Government Notice R. 805 of 12 May 1972, continues as part of this Agreement and registered with the Financial Services Board under number 37935 and administered in accordance with the Pension Funds Act, 1956 (Act 24 of 1956) (as amended),
- (2) Every Employee under the jurisdiction of this Agreement shall be a member of the Provident Fund of the Furniture Industry of the Western Cape and the rules of the Fund shall apply.



- (3) The Council shall ensure compliance with the rules of the Fund relating to the payment of contributions and the submission of monthly returns and follow its dispute resolution procedure to obtain such compliance.
- (3) The Fund shall be administered in accordance with the Fund's rules specified for this purpose by the Fund's Board of Trustees with the approval of the Financial Services Board and in terms of the Pension Fund Act.
- (4) Auditors as defined in the applicable law shall be appointed by the Board of Trustees who shall audit the accounts of the Fund in compliance with the relevant legislation.
- (5) A copy of the annual audited financial statement and the Approved Rules by the Financial Services Board shall be submitted to the Registrar of Labour Relations as well as to the Financial Services Board.

#### **42. MEDICAL ILL HEALTH BENEFIT FUND**

- (1) An amount of thirty one rand per week is payable by the Employer, only for employees who are members of the trade union party to the Council, 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 Cape Furniture Manufacturers Association the quarterly management accounts of the National Union of Furniture and Allied Workers of South Africa Medical Ill Health Benefit Fund and shall invite a representative of the Cape Furniture Manufacturers 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 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).

- (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, 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:

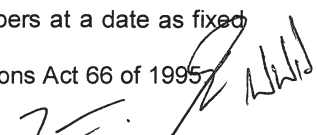
Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

- (7) In the event of the Council incurring any costs or becoming obliged to pay any costs or 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

### 43. WAGE INCREASE

- (1) Employees employed in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry are to receive: -
- (a) a wage increase of eight point two per cent (8.2%) on actual wages effective from the first pay week in July 2014, for party members and for non-party members at a date as fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act 66 of 1995.





- (b) a wage increase of eight point two per cent (8.2%) on actual wages effective from the first pay week in July 2015 for party members and for non-party members at a date as fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act.

#### **44. FINES**

- (1) An employer who fails to comply with any of the provisions of this agreement commits an offense; and who after being informed by the Council in writing to do so within a specified period fails to comply shall be liable to pay a fine in accordance with the Basic Conditions of Employment Act, 75 of 1997, Schedule Two.

### **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.

### *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.

Clerical staff, storeman, clerks, receptionist, administrative clerks, despatch clerk, 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 FOR NEW EMPLOYEES**

Sectors	Occupation Skills Level	Occupation Skills Level Code	Minimum weekly wage rate effective for New Entrant employees
Furniture, Bedding, Curtaining and Upholstery	Unskilled employees	05	R517,88pw
	Semi-skilled employees	04	R741,71pw
	Skilled employees	03	R796,94pw
	Chargehands	02	R859,68pw
	Foremen & Supervisors	01	R859,68pw

**Note:** The prescribed minimum **weekly wage** for a new entrant employee into the Furniture Manufacturing Industry is stipulated as a minimum **weekly wage**.

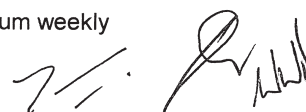
This means that a worker who meets the new entrant criteria in an establishment and whose normal working week is a 44 hour week and a worker who meets the new entrant criteria in an establishment whose normal working week is a 40 hour week must receive at least the prescribed minimum wage for the relevant occupation skill level category.

**Example:-**

**Company A**

Working week 44 hours

New Entrant Employee Category Un-Skilled – **works 44 hours** in one pay week and is to receive a minimum weekly wage of **R470.80**.







## 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 .....
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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 1529

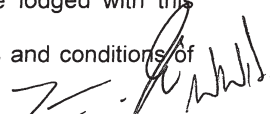
Sanlamhof

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. Nature of business (eg. Bedding; Upholstery; Office furniture; Case goods; etc.)

.....

.....

10. 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,

*Handwritten signature*

			director or secretary

11. Date business commenced .....

12. Business Bank details:

Bank	Account Name	Account Number	Branch Code

13. Number of employees.....

14. Basic weekly working hours .....

15. Name of Magisterial District in which business is situated .....

16. 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

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date



**ANNEXURE E**

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN  
CAPE**

**BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID VAN DIE  
WESTELIKE KAAP**

**DETAILS OF EMPLOYEES ENGAGED, DISCHARGED, OR WHO RESIGNED DURING THE WEEK  
ENDED .....**

**BESONDERHEDE VAN WERKNEMERS IN DIENS GENEEM, ONTSLAAN, OF WAT BEDANK HET  
GEDURENDE WEEK GEËINDIG .....**

**RETURN TO BE SENT TO COUNCIL WEEKLY**

**OPGAWE MOET WEEKLIKS AAN RAAD GESTUUR WORD**

**NAME OF EMPLOYER:**

**NAAM VAN ERKGEWER:.....**

**ADDRESS:**

**ADRES: .....**

Identity Number Identiteits nommer	Index Number Aanwysings nommer	Su rna me Va n	First Names Voorna me	Birth date Geboorte datum .	Occupation Beroep	Date Engage d Datum van Indiens	Previous Employer Vorige Werkgewer	Date Left Datum Uit Diens
---	---	----------------------------	--------------------------------	-----------------------------------	----------------------	--	---	---------------------------------

*7-1. R. W. W.*

[illegible]

SIGNATURE OF EMPLOYER OR AUTHORISED REPRESENTATIVE:

HANDTEKENING VAN WERKGEWER OF GEMAGTIGDE VERTEENWOORDIGE:

.....

*Signature*

.....

Date \_\_\_\_\_

7.  $R_{\text{Wald}}$

**ANNEXURE F****CONCILIATION AND ARBITRATION GUIDELINES****1. Introduction**

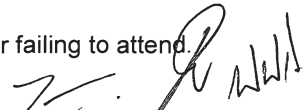
- 1.1 These guidelines deal with the manner in which the Council and its conciliators conduct conciliation proceedings.

**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.

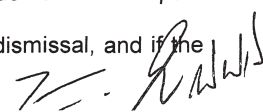




- 3.6 The other parties to the dispute must reply to the application within fourteen (14) calendar days of receiving it. This reply must also include a signed statement, which is to be served on the applicant and filed with the Council.
- 3.7 The applicant may reply to the other party's response within 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.

A handwritten signature in black ink, appearing to be 'Z. J. ...' followed by a stylized surname.

**ANNEXURE G****PUBLIC HOLIDAYS**

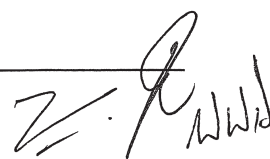
New Year's Day	–	1 January
Human Rights Day	–	21 March
Good Friday	–	Friday before Easter Sunday
Family Day	–	Monday after Easter Sunday
Freedom Day	–	27 April
Worker's Day	–	1 May
Youth Day	–	16 June
National Women's Day	–	9 August
Heritage Day	–	24 September
Day of Reconciliation	–	16 December
Christmas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


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**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.

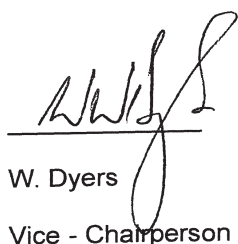
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A handwritten signature in black ink, appearing to read 'P. Symons', written over a horizontal line.

P. Symons

Chairperson

A handwritten signature in black ink, appearing to read 'W. Dyers', written over a horizontal line.

W. Dyers

Vice - Chairperson

A handwritten signature in black ink, appearing to read 'T. Miles', written over a horizontal line.

T. Miles

Secretary