

DEPARTEMENT VAN ARBEID


NO. 666

06 JULIE 2018

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING
INDUSTRY OF THE WESTERN CAPE: EXTENSION OF PERIOD OF
OPERATION OF THE MAIN COLLECTIVE AGREEMENT**

I, **Mildred Nelliswe Oliphant**, Minister of Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the period fixed in Government Notices Nos. R. 708 of 10 June 2016, R. 836 of 15 July 2016 and R. 386 of 29 March 2018 by a further period ending 30 April 2020.




MN OLIPHANT, MP
MINISTER OF LABOUR
DATE: 21/06/2018

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA, 1995

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING
INDUSTRY OF THE WESTERN CAPE: UKWELULWA KWESIKHATHI
SOKUSEBENZA KWESIVUMELWANO ESIYINQITHI**

Mina, **Mildred Nelliswe Oliphant**, uNgqongqoshe Wezokuxoxisana Phakathi Kwabaqashi nabaSebenzi, lapha ngokwesigaba 32(6)(a)(i) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngelula isikhathi sokusebenza kwesivumelwano esixhunywe kwiZaziso zikaHulumeni ezinguNombolo R. 708 somhlaka 10 Nhlanguvana 2016, R. 836 somhlaka 15 kuNtulikazi 2016 kanye nesingu R. 386 somhlaka 29 kuNdasa 2018 ngesikhathi esengeziwe esiphela mhlaka 30 kuMbaso 2020.



MN OLIPHANT, MP
UNGQONGQOSHE WEZABASEBENZI
USUKU: 21/06/2018

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING
INDUSTRY OF THE WESTERN CAPE: UKWELULWA
KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI
FUTHI ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA
INGXENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano WezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, kukhishwa imishwana 2 esenziwa kwi **Bargaining Council for the Furniture Manufacturing Industry of the Western Cape**, futhi ngokwesigaba-31 soMthetho Wezobudlelwano KwezabaSebenzi ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni kusukela ngomhlaka 1 kuNtulikazi 2018 futhi kuze kube isikhathi esiphela mhlaka 30 kuMbasa 2020.



MN OLIPHANT, MP

UNGQONGQOSHE WEZABASEBENZI

USUKU: 21/06/2018

SCHEDULE**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING
INDUSTRY OF THE WESTERN CAPE****MAIN COLLECTIVE AMENDING 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 to amend the Agreement published under
Government Gazette Notice No. R. 708 of 10 June 2016 as extended and
renewed by Government Notices No. R. 836 of 17 July 2017, R.386 of 29
March 2018 .

DIVISION OF AGREEMENT

This Agreement is divided into three parts as follows:

PART I

Substitute the Division of Agreement

"A – Administrative issues

- 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
- Clause 35 - Fixed term contracts of employment
- Clause 36 - Abscondment

C – Contributions and deductions

- Clause 37 - Expenses of the Council – Council Levy
- Clause 38 - Holidays and Holiday and Bonus Fund
- Clause 39 - Subsistence allowance
- Clause 40 - Trade Union contributions
- Clause 41 - Levies payable by Employers who are members of the Employers' Association
- Clause 42 - Provident Fund contributions
- Clause 43 - Medical Ill Health Benefit Fund

PART II

- Clause 44 - Wages increase
- Clause 45 - Fines

PART III

- Annexure A - Job Grading and minimum 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 as defined hereunder in the Provinces of Western cape and Northern Cape excluding the Magisterial Districts of George, Kynsna, Oudshoorn, Mossel Bay and Plettenberg Bay:

"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.

(2) **Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall:-**

- (a) apply to all employees for whom minimum wages are prescribed in this 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.

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 from the 1st July 2018 and ending until the 30th April 2020.

3. CLAUSE 13. NORMAL RETIREMENT AGE

Substitute clause 13 with the following:

- “(1) An Employee entering the Industry may retire at the age of 60 years and shall retire at the age of 65 years.
- (2) An employee reaching the retirement age of 65 years may be re-engaged on a fixed term contract for a maximum period of 1 year.
- (3) 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.”

B - Terms and Conditions of Employment**4. CLAUSE 16. HOURS OF WORK**

Substitute clause 16 with the following:

- “(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 fifteen 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.
- (e) Employees to be allowed to work up to fifteen (15) hours per week overtime without prior permission from the Council."

5. CLAUSE 28. FAMILY RESPONSIBILITY LEAVE

Substitute clause 28 with the following:

"(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 (2), (7) and (8) 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.
- (7) Should a medically certified disabled major or minor child, of an employee, be required to seek medical attention from a health practitioner this will be covered under family responsibility leave.
- (8) Should an employee accompany their parent to a health practitioner, this would be regarded as unpaid leave. "

6. CLAUSE 34. NEW INDUSTRY ENTRANT EMPLOYEES

Substitute the whole of clause 34. New Industry Entrant employees with the following:

- "(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.

- (2) A new entrant Employee to the Industry, engaged within three (3) months of the implementation of a new agreement, no wage increase is due provided that such employees are earning at the same level or above the minimum rate contained in the collective agreement."

7. CLAUSE 35. FIXED TERM CONTRACTS OF EMPLOYMENT

Substitute clause 35 with the following:

- "(1) A fixed term employment contract may not be entered into for a period longer than six (6) consecutive months, subject to the terms and conditions as stipulated in sections 198A to 198D of the Act.
- (2) For all fixed term contracts only contributions and deductions contemplated in terms of clause 37 (1) and 40 are applicable for the first six (6) months.
- (3) For all learnerships only contributions and deductions contemplated in terms of clause 37 (1) and 40 are applicable for the duration of the learnership.

C – Contributions and deductions

8. CLAUSE 37. EXPENSES OF THE COUNCIL

Substitute clause 37 with the following:

- "(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) R5.00 per pay week from the period of operation of this agreement to 30 April 2020.

(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."

9. CLAUSE 39. SUBSISTENCE ALLOWANCE

Substitute clause 39 with the following:

- "(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: R80,00; or
 - (b) where it is necessary for the Employee to obtain an evening meal and a bed: R160,00."

PART II**10. CLAUSE 44. WAGE INCREASE**

Substitute clause 44 with the following:

"(1) Employees employed in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry are to receive the following wage increases:

(a) Wage Increase – Foreman, Supervisors, Change-hands, Skilled and Semi-Skilled Categories

(i) For the above mentioned categories of Employees a seven percent (7%) across the board wage increase on actual wages is to be applied as follows:-

(a) From the 1st pay week in July 2018 to the last pay week in June 2019.

(b) From the first pay week in July 2019 to the last pay week in April 2020.

(c) Should the Consumer Price Index (CPI) for the year ending February 2019 fall below 3.5% or exceed 9.2% the parties to this agreement shall meet to renegotiate across the board weekly wage increases only for the second year period.

(b) Wage Increase – Unskilled Category

- (i) With effect from the first pay week in July 2018 to the last pay week in April 2020:
 - (a) For the above mentioned categories of Employees a seven percent (7%) across the board wage increase on actual wages is to be applied as follows:-
 - (b) From the first pay week in July 2018 to the last pay week in June 2019.
 - (c) From the first pay week in July 2019 to the last pay week in April 2020.
 - (d) Should the Consumer Price Index (CPI) for the year ending February 2019 fall below 3.5% or exceed 9.2% the parties to this agreement shall meet to renegotiate across the board weekly wage increases only for the second year period.
- (c) Prescribed Minimum – Unskilled Category
 - (i) ~~The Unskilled Category minimum weekly wage rate with effect from the first pay week in July 2018 shall be Six Hundred and Seventy Rand and Fifty Cents (R670-50) which equates to an hourly rate of Fifteen Rand and Twenty Four cents (R15.24) per hour.~~
 - (ii) The Unskilled Category minimum weekly wage rate with effect from the first pay week in July 2019 shall be (R717-44) which equates to an hourly rate of Sixteen Rand and Thirty One Cents (R16.31) per hour."

PART III**B. SPECIFIED MINIMUM WEEKLY WAGE RATES FOR EMPLOYEES**

11. Substitute Part III, Annexure A (B) with the following:

Sectors	Occupation Skills Level	Occupation Skills Level Code	First full pay week in July 2018	First full pay week in July 2019
Furniture, Bedding, Curtaining and Upholstery	Unskilled employees	05	R670-50pw	R717-44pw
	Semi-skilled employees	04	R917-14pw	R981-33pw
	Skilled employees	03	R985-43pw	R1 054-41
	Chargehands	02	R1 063-01pw	R1 137-42pw
	Foremen & Supervisors	01	R1 063-01pw	R1 137-42pw

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. "

C. MINIMUM HOURLY WAGE RATES FOR EMPLOYEES

Insert Part III, Annexure A (C) with the following:

Sectors	Occupation Skills Level	Occupation Skills Level Code	Prescribed minimum hourly rates of pay
Furniture, Bedding, Curtaining and Upholstery	Unskilled employees	05	R20-00 per hour
	Semi-skilled employees	04	R21-00 per hour
	Skilled employees	03	R22-45 per hour
	Chargehands	02	R24-22 per hour
	Foremen & Supervisors	01	R24-22 per hour

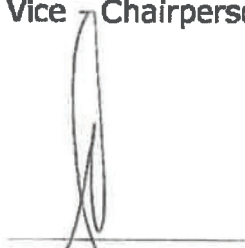
Note: *In the event that the National Government implements the national minimum hourly rate of pay or any amendments thereto the hourly rates of the employees whom earn below the minimum prescribed hourly rate of pay, shall be adjusted to the table above."*



W. Dyers
Chairperson



J. Claassen
Vice Chairperson



A. Davids
Secretary