

DEPARTMENT OF EMPLOYMENT AND LABOUR

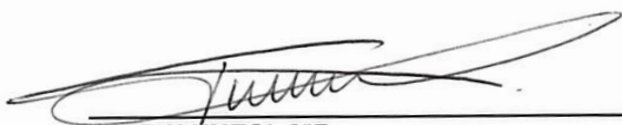
NO. R. 30

22 JANUARY 2021

LABOUR RELATIONS ACT, 1995

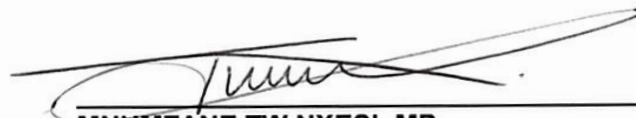
**FURNITURE BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF
THE MAIN COLLECTIVE AMENDING AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Furniture Bargaining Council**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the Second Monday after publication of this Notice and shall remain in force until 30 April 2023.


MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 18/12/2020

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****FURNITURE BARGAINING COUNCIL: UKWELULELWA
KWESIVUMELWANO PHAKATHI KWABAQASHI NABASEBENZI
ESIYINGQIKITHI SELULELWA KULABO ABANGEYONA INGXEYENYE
YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi neZabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa kwiFurniture Bargaining Council, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomSombuluko wesibili emuva kokushicilelwa kwalesisaziso kuze kube isikhathi esiphela mhlaka 30 kuMbasa 2023.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 18/12/2020

SCHEDULE

FURNITURE BARGAINING COUNCIL

THE MAIN COLLECTIVE AMENDING AGREEMENT

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

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

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

and the

National Union of Furniture and Allied Workers of South Africa

and

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

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

being parties to the Furniture Bargaining Council

hereby agree to amend and extend the Main Collective Agreement published under Government Notice No. R.324 of 20 March 2020 and Government Notice No. R.333 of 19 June 2020.

ADDENDUM 1

1. FEES, LEVIES AND CONTRIBUTIONS PAYABLE TO THE COUNCIL

Substitute Addendum 1 of the Table of Contents with the following:

"1.	LEAVE PAY FUND CONTRIBUTIONS
2.	HOLIDAY BONUS FUND CONTRIBUTIONS
3.	PROVIDENT FUND CONTRIBUTIONS.....
4.	DISPUTE RESOLUTION LEVY.....
4.	SICK BENEFIT SOCIETIES.....
5.	COUNCIL LEVIES.....
6.	REGISTRATION FEE
7.	DEATH AND FUNERAL SCHEME (D.F.S.) CONTRIBUTIONS AND PROVIDENT FUND CONTRIBUTIONS IN RESPECT OF THE NEWLY EMPLOYED EMPLOYEE CONCESSION
8.	STANDARD DEATH AND FUNERAL SCHEME (STANDARD D.F.S.) CONTRIBUTIONS.....

9. DEATH AND FUNERAL SCHEME (D.F.S.) CONTRIBUTIONS IN RESPECT OF THE NEWLY ESTABLISHED SMALL EMPLOYER CONCESSION.....”

CHAPTER 1

1: SCOPE OF APPLICATION

- 1.1 The terms of this Agreement shall be observed by employers and employees in the Furniture, Bedding and Upholstery Manufacturing Industry as defined hereunder in the Provinces of Gauteng, North West, Mpumalanga, Limpopo and Free State.

“Furniture, Bedding and Upholstery Manufacturing Industry” or “Industry” means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture, either in whole or as a complete unit or in part as a component or components, of all types of furniture and bedding as well as upholstery and /or re-upholstery and will, inter alia include the following:

1. Furniture

Repairing, staining, spraying, polishing, re-polishing, making loose covers and/or cushions, wood machining, veneering, woodturning, carving, assembling, painting, wood bending and laminating. Furniture manufacturing will also include the manufacturing, installation, repairing, polishing, re-polishing, staining, spraying of pianos, organs, movable room/office partitions, kitchen cupboards, kitchen cupboard tops, kitchen cupboard components (irrespective of materials used), attached wall cupboards, built-in cupboards, built-in cupboard components, free standing bars or built-in bar counters, cane, wicker or grass furniture, cabinets including cabinets for musical instruments and radios, wireless or television cabinets, bathroom cupboards, any other cupboard tops and furniture for tea-rooms, restaurants, offices, churches, schools, libraries, other educational institutions, conference centres, theatres, shop fitting, office fitting and bank fitting, which includes the manufacture and/or fixing of shop fronts, window enclosures, showcases, counters, including point of sales counters, screens, interior fittings and fixtures and any form of shelving, irrespective of the materials used.

2. Bedding

The manufacturing, repairing, covering, re-covering of mattress bases, mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches, spring

units, box-spring mattresses and studio couches, but excluding the manufacturing of bedding made mainly of metal and/or plastic materials.

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

3. Upholstery

The upholstering or re-upholstering of any furniture, or item of furniture, bedding, pelmets and mattress bases.

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

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

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

2: PERIOD OF OPERATION OF AGREEMENT

2.1 This Agreement shall, in terms of section 31 of the Act, become binding on the above parties on first full pay week in January 2021 until 30 April 2023.

2.2 This Agreement shall be binding on non-party employers and employees on the date as may be determined by the Minister of Employment and Labour in terms of section 32 of the Act and shall remain in force for the period ending 30 April 2023.

3. CLAUSE 4: DEFINITIONS

Substitute the definition of "dependant" with the following:

"dependant", in relation to a member and for the purposes of the-

- (a) *Provident Fund* means-
persons accepted by the Fund as being dependants in accordance with the rules of the Fund; and the
- (b) *Sick Benefit Society* means-
persons accepted by the Society as being dependants in accordance with the rules of the Society; and the
- (c) *Death and Funeral Scheme* means-

Persons accepted by the Scheme as being dependants/beneficiaries in accordance with the rules of the Scheme,".

4. CLAUSE 6: REGISTRATION OF EMPLOYERS AND EMPLOYEES

Substitute clause 6.1.4 with the following:

"6.1.4 Any employer in the Industry shall, when required to do so by the Council, within seven days of that request, lodge with the Council a cash amount or guarantee acceptable to the Council, to cover the payment in respect of his employees as follows:

6.1.4.1 One week's wages;

6.1.4.2 13 weeks' levies, contributions and/or monies in respect of-

6.1.4.2.1 Leave pay monies;

6.1.4.2.2 Holiday bonus monies;

6.1.4.2.3 Council Levies;

6.1.4.2.4 Provident Fund contributions;

6.1.4.2.5 Death and Funeral Scheme contributions; and

6.1.4.2.6 Dispute Resolution Levy.

Provided that the minimum guarantee shall be for an amount of R500."

5. CLAUSE 7: NEWLY ESTABLISHED SMALL EMPLOYER CONCESSION

Substitute clause 7 with the following:

"Newly established establishments who employ no more than a total of 10 employees (including employees involved in activities other than furniture, bedding and upholstery manufacturing activities e.g. administration, sales, marketing, etc), may apply for the following phasing in concession, provided that their employees agree thereto. The establishment concerned shall then be prohibited from making use of a Newly Employed Employee Concession for any of its employees as per clause 8 hereunder until the expiry date of Phase 3 of the Newly Established Small Employer Concession or the cancellation of the establishment's Newly Established Small Employer Concession:

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

During this period the employer shall be exempted from prescribed minimum hourly rates of pay, subject to no employee being paid less than the national minimum hourly rate of pay, Leave Pay Fund contributions, Holiday Bonus Fund contributions, Provident Fund contributions, Additional Provident Fund contributions or Sick Benefit Society contributions. Employees may be remunerated

at their current rates of pay and wage increments may be negotiated between employer and employee(s).

All other provisions of the Agreement shall remain applicable, including the following:

Any accumulated leave pay benefits accrued by the employees prior to October of the first year of registration must be paid out by the employee's employer to the employee in terms of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997)(as amended), when due. The following monies shall be payable as prescribed in **Addendum 1**.

- (a) Council levies;
- (b) Trade union subscriptions (if applicable);
- (c) Agency Shop Fees (where applicable); and
- (d) Death and Funeral Scheme contributions. Refer to clause 10 of **ADDENDUM 1**.
- (e) Dispute Resolution levies.

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

During this period the employee(s) shall be remunerated at their current rates of pay, subject to no employee being paid less than the national minimum hourly rate of pay and wage increments may be negotiated between employer and employee(s). In addition to the levies, contributions and fees payable to the Council in Phase One, the following contributions shall become payable to the Council as prescribed in **Addendum 1**.

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

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

During this period the employee(s) shall be remunerated at not less than 75% of the prevailing minimum hourly rates of pay, as prescribed in **Addendum 2** or **Addendum 3**, subject to no employee being paid less than the national minimum hourly rate of pay. In addition to the levies, contributions and fees payable in Phases One and Two, the following contributions shall become payable as prescribed in **Addendum 1**:

- (a) Provident Fund contributions; and

(b) Standard Death and Funeral Scheme contributions. Refer to clause 9.3 of **ADDENDUM 1**.

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

All the provisions of the prevailing Agreement administered by this Council shall become applicable, including the payment of 100% of the minimum hourly rates of pay, subject to no employee being paid less than the national minimum hourly rate of pay, as prescribed in **Addendum 2** or **Addendum 3** and the payment of Additional Provident Fund contributions or Sick Benefit Society contributions as prescribed in **Addendum 1**.

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

6. CLAUSE 8: NEWLY EMPLOYED EMPLOYEE CONCESSION

Substitute clause 8.4 with the following:

"8.4 The following fees, levies and contributions shall be payable as prescribed in **ADDENDUM 1**, **ADDENDUM 2** or **ADDENDUM 3**.

YEAR ONE of employment:

- (a) 100% of the prescribed minimum hourly rate of pay for General Workers, subject to no employee being paid less than the national minimum hourly rate of pay;
- (b) 85% of the prescribed minimum hourly rates of pay, for all other Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay;
- (c) 100% of the prescribed Council Levies;
- (d) 100% of the prescribed Leave Pay Fund contributions;
- (e) 100% of the required Agency Fee (where applicable); and
- (f) Death and Funeral Scheme contributions (refer to clause 8.2.1 of **ADDENDUM 1**).

YEAR TWO of employment:

- (a) 100% of the prescribed minimum hourly rate of pay for General Workers, subject to no employee being paid less than the national minimum hourly rate of pay;
- (b) 90% of the prescribed minimum hourly rates of pay for all other Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay;

- (c) 100% of the prescribed Council Levies;
- (d) 100% of the prescribed Leave Pay Fund contributions;
- (e) 100% of the prescribed employer and employee contributions for the Furnmed Sick Benefit Society OR Additional Provident Fund contributions to the same value, payable by the employer and the employee;
- (f) 100% of the required Agency Fee (where applicable); and
- (g) Death and Funeral Scheme contributions (refer to clause 8.2.1 of **ADDENDUM 1**)

YEAR THREE of employment:

- (a) 100% of the prescribed minimum hourly rate of pay for all the Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay;
- (b) 100% of the prescribed Council Levies;
- (c) 100% of all prescribed Leave Pay Fund contributions;
- (d) 100% of the prescribed employer and employee contributions for the Furnmed Sick Benefit Society OR Additional Provident Fund contributions to the same value, payable by the employer and the employee;
- (e) 100% of the required Agency Fee (where applicable); and
- (f) Death and Funeral Scheme contributions (refer to clause 8.2.1 of **ADDENDUM 1**).

YEAR FOUR of employment:

- (a) 100% of the prescribed minimum hourly rates of pay for all the Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay;
- (b) 100% of the prescribed Council Levies;
- (c) 100% of all prescribed Leave Pay Fund contributions;
- (d) 100% of the prescribed employer and employee contributions for the Furnmed Sick Benefit Society OR Additional Provident Fund contributions to the same value, payable by the employer and the employee;
- (e) 100% of the required Agency Fee (where applicable);
- (f) Provident Fund contributions (refer to clause 8.3.1 of **ADDENDUM 1**), subject to the Death and Disability Scheme contributions (refer to clause 8.2.2 of **ADDENDUM 1**) being diverted from these Provident Fund contributions; and
- (g) 50% of the prescribed Holiday Bonus Fund contributions.

YEAR FIVE of employment

100% of at least the minimum prescribed hourly rates of pay for all the Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay as well

as 100% of all prescribed fees, levies and contributions shall be payable to the Council by all employers and all employees.”.

7. CLAUSE 10: GENERAL

- (1) Substitute clause 10.6 with the following:

“10.6 Working employers

All working employers shall, at the prescribed foremen’s rate of pay, observe the provisions of this Agreement in respect of hours of work as well as the payment of the following:

- 10.6.1 Leave Pay Fund contributions;
- 10.6.2 Holiday Bonus Fund contributions;
- 10.6.3 Provident Fund contributions;
- 10.6.4 Death and Funeral Scheme contributions;
- 10.6.5 Council levies;
- 10.6.6 Dispute Resolution levies; and
- 10.6.7 Wages for public holidays.”.

- (2) Substitute the wording of the heading of clause 10.11 “Council levies” with the wording “Council levies and Dispute Resolution levies”.

- (3) Substitute clause 10.17 with the the following :

“10.17 Late/non-payment and allocation of fees, levies and contributions

- 10.17.1 All fees, levies and contributions payable in terms of this Agreement shall be paid to the Council monthly by not later than the 10th day of the month following the month to which they relate.
- 10.17.2 An employer who is in arrears with any payments, having been warned in writing by the Council to forward the outstanding amounts within seven days of the date of such warning, may be required by the Council to pay the amounts weekly on such terms and conditions as determined by the Council from time to time.
- 10.17.3 The Council shall have the right to allocate prescribed employer and employee levies, contributions and fees received on behalf of employees from employers, to the Funds of the employees concerned as the Council deems appropriate from time to time.

- 10.17.4 In the event that the employer fails to pay the Death and Funeral Scheme (D.F.S.) contributions as prescribed by this Agreement, it shall result in the employee not having cover for D.F.S benefits in which instance the employer shall be liable for the payment of the D.F.S. benefits due to the late employee, as determined by the applicable insurance policy or the rules of the Scheme."

8. CLAUSE 14: REMUNERATION

Substitute clause 14.6.5 with the following:

- "14.6.5 No wage deductions of any kind shall be made from the amount due to an employee other than for the following:
- 14.6.5.1 Any deduction for which an employer is legally or by order of any competent court required or permitted to make;
 - 14.6.5.2 with the written consent of the employee, alternative deductions for life insurance, medical schemes or pension funds/provident funds;
 - 14.6.5.3 deductions for contributions or subscriptions of the employees' trade union(s);
 - 14.6.5.4 deductions in terms of this Agreement or any other agreement administered by the Council."

CHAPTER 2

COUNCIL BENEFIT FUNDS/SCHEMES

9. CLAUSE 1: ESTABLISHMENT AND CONTINUATION OF COUNCIL BENEFIT FUNDS/SCHEMES

- (1) Substitute clause 1.2 with the following:

- "1.2 **The Furniture Bargaining Council Death and Funeral Scheme** (hereinafter referred to as the standard D.F.S.), established in terms of the Agreement published under Government Notice No. R. 1866 of 3 July 1992, as amended and extended, is continued in accordance with the provisions of Chapter 2 and the Labour Relations Act, 1995 (Act 66 of 1995)(as amended)."

10. CLAUSE 2: OBJECTIVE OF THE COUNCIL BENEFIT FUNDS/SCHEMES

(2) Substitute clause 2.2 with the following:

"2.2 The objective of the **Furniture Bargaining Council Death and Funeral Scheme** (standard D.F.S.), is to provide for death and funeral benefits to participating members of the furniture, bedding and upholstery industry, as well as for funeral benefits to the dependants of the main participating members;"

11. CLAUSE 4: CONTRIBUTIONS AND EXISTING LOAN REPAYMENTS TO THE COUNCIL BENEFIT FUNDS/SCHEMES

Substitute clause 4 with the following:

- "4.1 Prescribed contributions for the Provident Fund, the Death and Funeral Scheme, Furnmed Sick Benefit Society and the NUFAWSA Sick Benefit Society, if applicable, shall be deducted weekly from the employee's wages and a prescribed contribution from the employer shall together be paid to the Council or any other prescribed organisation or body, as per the values stipulated in **ADDENDUM 1**..
- 4.2 Existing stipulated loan repayments towards the H.O.S. and the E.T.D.E. fund shall be made to the Council in accordance with individual signed loan agreements."

ADDENDUM 1**FEES, LEVIES AND CONTRIBUTIONS PAYABLE TO THE COUNCIL****12. CLAUSE 3: PROVIDENT FUND CONTRIBUTIONS**

Substitute clause 3.2 with the following:

"3.2 The Provident Fund contributions payable to the Council shall be calculated on a sliding scale per wage band for all Occupation Skills Levels, as follows:

- | | |
|--|---|
| 3.2.1 Wages from R0 to R1 200 per week | 5% of normal weekly wages from the employee per week, calculated on the establishment's normal ordinary |
|--|---|

hours of work per week plus an equal amount from the employer.

- | | |
|---|---|
| 3.2.2. Wages from above R1 200 to R1 500 per week | 5.2% of normal weekly wages from the employee per week, calculated on the establishment's normal ordinary hours of work per week plus an equal amount from the employer. |
| 3.2.3 Wages from above R1 500 – R2 000 per week | 5.35% of normal weekly wages from the employee per week, calculated on the establishment's normal ordinary hours of work per week plus an equal amount from the employer. |
| 3.2.4 Wages from above R2 000 per week | 5.5% of normal weekly wages from the employee per week, calculated on the establishment's normal ordinary hours of work per week plus an equal amount from the employer. |
| 3.2.5 Working employers: | 11% of a foreman's prescribed weekly wage." |

13. CLAUSE 8: DEATH AND DISABILITY SCHEME (D.D.S.) CONTRIBUTIONS AND PROVIDENT FUND CONTRIBUTIONS IN RESPECT OF THE NEWLY EMPLOYED EMPLOYEE CONCESSION

- (1) Substitute the wording of the heading of clause 8 "DEATH AND DISABILITY SCHEME (D.D.S.) CONTRIBUTIONS AND PROVIDENT FUND CONTRIBUTIONS IN RESPECT OF THE NEWLY EMPLOYED EMPLOYEE CONCESSION" with the wording "DEATH AND FUNERAL SCHEME (D.F.S) CONTRIBUTIONS AND PROVIDENT FUND CONTRIBUTIONS IN RESPECT OF THE NEWLY EMPLOYED EMPLOYEE CONCESSION".
- (2) Substitute clause 8.1 with the following:

"8.1 YEAR ONE to YEAR THREE: These D.D.S. contributions are exclusively applicable to newly employed employees from year one to year three of employment and shall be payable to the Council at the prescribed rates by the employer only when 1 hour or more wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

8.1.1 paid public holidays;

8.1.2 trade union representative leave days;

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

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

(3) Substitute clause 8.2 with the following:

"8.2 The D.F.S. contributions for employees employed under the **Newly Employed Employee Concession (NEEC)** payable to the Council shall amount to the following:

8.2.1 YEAR ONE to YEAR THREE of employment	R7-40 per week per employee, payable by the employer ONLY.
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8.2.2 YEAR FOUR of employment and onwards	R9-50 per week payable by the employee and R9-50 per week per employee payable by the employer (refer to clause 9.3)."
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(4) Substitute the wording of the heading of clause 9 "STANDARD DEATH AND DISABILITY SCHEME (STANDARD D.D.S.) CONTRIBUTIONS" with the wording "STANDARD DEATH AND FUNERAL SCHEME (STANDARD D.F.S.) CONTRIBUTIONS".

(5) Substitute clause 9.1 with the following:

"9.1 Standard Death and Funeral Scheme (D.F.S.) contributions shall be payable to the Council at the prescribed rates by the employer and employee when 1 hour or more wages per week are payable to an employee. To determine the number of the hours

worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

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

(6) Substitute clause 9.2 with the following:

"9.2 The abovementioned contributions shall provide for death and funeral benefits for Industry employees, by means of an insurance premium, if applicable, and the D.F.S. administration costs."

(7) Substitute the following for clause 9.3:

"9.3 The **Standard D.F.S. contributions** payable to the Council shall amount to the following:

R9-50 per employee per week as well as an amount of R9-50 per week per employee payable by the employer."

14. CLAUSE 10: DEATH AND DISABILITY SCHEME (D.D.S.) CONTRIBUTIONS IN RESPECT OF THE NEWLY ESTABLISHED SMALL EMPLOYER CONCESSION

- (1) Substitute the wording of the heading of clause 10 "DEATH AND DISABILITY SCHEME (D.D.S.) CONTRIBUTIONS IN RESPECT OF THE NEWLY ESTABLISHED SMALL EMPLOYER CONCESSION" with the wording "DEATH AND FUNERAL SCHEME (D.F.S.) CONTRIBUTIONS IN RESPECT OF THE NEWLY ESTABLISHED SMALL EMPLOYER CONCESSION".

(2) Insert a new clause 10.1 and renumber the subsequent clauses accordingly:

"10.1 Death and Funeral Scheme (D.F.S.) contributions shall be payable to the Council at the prescribed rates by the employer and employee when more than 1 hour or more wages per week are payable to an employee. To determine the number of the hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:

10.1.1 paid public holidays;

10.1.2 trade union representative leave days;

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

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

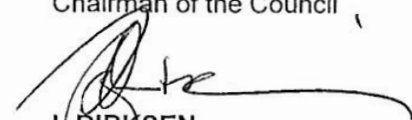
10.2 The D.F.S. contributions for employees employed under the **Newly Established Small Employer Concession (NESEC)**, payable to the Council, shall amount to the following:


PHASE ONE and PHASE TWO

R7-40 per week per employee,
payable by the employer ONLY."

Agreement signed at Johannesburg on this 17th day of November 2020.


P NTIMANE
Chairman of the Council


L DIRKSEN
Vice-Chairman of the Council


WA JANSE VAN RENSBURG
General Secretary