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# GOVERNMENT NOTICES GOEWERMENSKENNISGEWINGS

## DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 57

2 February 2007

LABOUR RELATIONS ACT, 1995

### NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA: EXTENSION OF AMENDMENT OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Electrical Industry of South Africa, 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 13 February 2007, and for the period ending 31 January 2008.

**M. M. S. MDLADLANA,**  
Minister of Labour

No. R. 57

2 Februarie 2007

WET OP ARBEIDSVERHOUDINGE, 1995

### NASIONALE BEDINGINGSRAAD VIR DIE ELEKTROTEGNIËSE NYWERHEID VAN SUID-AFRIKA: UITBREIDING VAN WYSIGING VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, die Kollektiewe Ooreenkoms wat in die Engelse Bylae hiervan verskyn en wat in die Nasionale Bedingingsraad vir die Elektrotegniese Nywerheid van Suid-Afrika, aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend vir die ander werkgewers en werknemers in daardie Nywerheid met ingang van 13 Februarie 2007, en vir die tydperk wat op 31 Januarie 2008 eindig.

**M. M. S. MDLADLANA,**  
Minister van Arbeid

### SCHEDULE

#### NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA MAIN COLLECTIVE AMENDING AGREEMENT

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

#### Electrical Contractors' Association (South Africa)

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

#### South African Equity Workers' Association

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the National Bargaining Council for the Electrical Industry of South Africa, to amend the Agreement published under Government Notice No. R. 52 of 27 January 2006.

### PART 1

#### 1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Electrical Industry:

- (a) by all employers and employees who are members of the employers' organisation and trade union, respectively; and
- (b) by all employers and employees who are engaged or employed in the Industry in the following areas:
  - (i) In the Province of the Transvaal and the Magisterial District of Sasolburg and Bloemfontein, as they existed at 19 June 1985;
  - (ii) in the Magisterial Districts of Barkly West, Gordonia, Hartswater, Kuruman and Postmasburg, as they existed at 18 October 1989;
  - (iii) in the Province of the Free State (excluding the Magisterial Districts of Sasolburg and Bloemfontein), as it existed at 19 June 1985;

- (iv) in the Magisterial Districts of Aberdeen, Adelaide, Albert, Aliwal North, Barklyeast, Bedford, Britstown, Canarvon, Cathcart, Colesberg, Cradock, De Aar, Elliot, Fort Beaufort, Fraserburg, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Indwe, Jansenville, King William's Town, Kirkwood, Komga, Lady Grey, MacLear, Middelburg (Eastern Cape), Molteno, Murraysburg, Noupoort, Pearston, Philipstown, Prince Albert, Richmond (Northern Cape), Somerset East, Sterkstroom, Steynsburg, Steytlerville, Stutterheim, Tarkastad, Venterstad, Victoria West, Williston, Willowmore and Wodehouse, as they existed at 13 April 1995;
- (v) in the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mosse! Bay, Oudtshoorn, Port Elizabeth, Queenstown, Riversdale, Uitenhage and Uniondale, as they existed at 24 November 1995;
- (vi) in the Magisterial Districts of the Cape, Wynberg (including that portion of the Magisterial District of Somerset West which, prior to 9 March 1973, Government Notice No. 173 of 9 February 1973, fell within the Magisterial District of Wynberg), Simonstown, Goodwood and Bellville; in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices Nos 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville;
- (vii) in the Province of KwaZulu-Natal, excluding any portions of that area falling within the former self-governing territory of KwaZulu as it existed prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993);
- (viii) in the Magisterial District of East London.

(2) Notwithstanding the provisions of subclause 1 (1), the terms of this Agreement shall apply to apprentices and learners only in so far as these provisions are not inconsistent with the provisions of the Manpower Training Act, 1981, or the Skills Development Act, 1998, or any conditions prescribed or any notices served in terms thereof.

(3) For the purposes of this Agreement, the "rate of remuneration" of learners prescribed under the Skills Development Act, 1998, shall be taken to be the weekly wage of such employees, and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.

## 2. EXCLUSIONS

The provisions of this Agreement shall not apply to non-parties in respect of clause 1 (1) (a) of Part 1 of this Agreement.

## 3. CLAUSE 29: PENALTIES

- (1) In clause 29, substitute the expressions "30 (1), 30 (2), 30 (3)" with the expressions "30 (a), 30 (b), 31";
- (2) Substitute the following new subclause for subclause (ii)

"(ii) An employer who does not pay to the Council the levies and contributions payable by him/her and his/her employees each month on the due date as specified in this Agreement shall pay interest to the Council at a rate of 21% per annum, as provided for in section 2 (2) of the Usury Act, 1968, calculated from the due date to the date of payment."

- (3) Delete 29 (iv) in its entirety.

## 4. CLAUSE 30: TRADE UNION SUBSCRIPTIONS AND EMPLOYERS' ORGANISATION LEVY

Insert the following new clause 30 (B):

### "CLAUSE 30 (B) AGENCY SHOP FEE

- (1) Every employer shall deduct an amount payable to the Agency Shop in respect of each week or part of a week or part of a week of employment, including the period an employee is on leave in terms of clause 16 of this Agreement, from the earnings of every employee who is not a member of a party trade union but who is eligible for membership of a party trade union and shall forward the amount so deducted, together with the form specified by the Council, to the Secretary of the Council, not later than the 15th day of each month following that in respect of which the deductions were made.

Notwithstanding the provisions of any law or contract, the employer may deduct the Agency fee from the wage/salary or an employee without the employee's authorisation.

- (2) The amount referred to in subclause (1) hereof shall be equal to the lowest subscription payable to a party trade union.
- (3) It is expressly stated that the parties support the principles of freedom of association and that no employers' organisation, employer, trade union, trade union official or trade union representative shall compel or force any employee to become a member of any trade union and every employee shall further have the right to join or not to join any union of his choice.

- (4) The Agency fee collected in respect of this clause shall not be used to support any political party by means of an affiliation fee, contribution in cash or in kind to any political party or person standing for election to any political office or be used for any expenditure that does not advance or protect the social economic interest of employees.
- (5) The Secretary of the Council shall, after retaining a prescribed collection fee, pay the balance of all amounts collected in terms hereof to the trade unions.
- (6) The trade unions shall administer all amounts received in respect hereof in a separate account in accordance with the provisions of section 25 of the Act.
- (7) The Secretary of the Council shall pay all amounts collected in terms of this clause from the parties as prescribed in subclause (5) above to the trade unions concerned within 30 days of the month in which the Council received the amounts.
- (8) The Council shall undertake to render all reasonable services to give effect to this clause.
- (9) Upon application, exemption shall be granted to an employee who is a member in good standing of a registered trade union entitled to recruit members within the Industry in terms of the constitution of that trade union.”.

#### 5. CLAUSE 54: INTERPRETATION AND/OR APPLICATION DISPUTES

Insert the following new clause 54 (A)

##### “54 (A): ENFORCEMENT OF THE MAIN COLLECTIVE AGREEMENT

- (1) In addition to the provisions of any other dispute procedure in terms of this Agreement or in terms of the Labour Relations Act, 1995, the Council authorises a designated agent to issue a compliance order requiring any person bound by that collective agreement to comply with the collective agreement within a specified period.
- (2) The Council may refer any unresolved dispute with and or alleged breach of any of the provisions of the main collective agreement to arbitration by an arbitrator appointed by the Council.”;

#### 6. CLAUSE 56: ARBITRATION

Substitute the following new subclause (14) for the existing subclause (14):

- “(14) (a) If the arbitrator finds that any party to the dispute has failed to comply with a provision of any of the Council's collective agreements which are binding on that party, then the arbitrator may, in addition to any other appropriate order, impose a penalty on the non-compliant party in accordance with Schedule 7 of the Labour Relations Act, No. 66 of 1995, read with section 33A of the Act.

An arbitrator may also include in an order any penalties that are due and payable in terms of clause 29.

- (b) A costs award by the arbitrator may include the following costs or any costs which in the opinion of the arbitrator should be awarded:
- (i) fee of the arbitrator including travelling and accommodation;
  - (ii) venue costs;
  - (iii) administration fee of the Council;
  - (iv) costs of issuing subpoenas;
  - (v) costs of the designated agent or other staff of the Council who have attended the arbitration;
  - (vi) witness fees.”.

Signed at Johannesburg for and on behalf of the parties to the Council this 12<sup>th</sup> day of September 2006.

**B. ABDINOR**

National Chairman

**D. VAN DEVENTER**

National Vice-Chairman

**W. BALLAKISTAN**

Council Official

**No. R. 61**

**2 February 2007**

LABOUR RELATIONS ACT, 1995

#### HAIRDRESSING AND COSMETOLOGY BARGAINING COUNCIL – KWAZULU-NATAL: EXTENSION OF PERIOD OF OPERATION OF MAIN COLLECTIVE AGREEMENT

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (6) (a) (i) of the Labour Relations Act, 1995, extend the periods fixed in Government Notices Nos. R. 724 of 22 July 2005, R. 154 of 24 February 2006 and R. 607 and 23 June 2006, by a further period ending 31 December 2007.

**M. M. S. MDLADLANA**

Minister of Labour

**No. R. 61****2 Februarie 2007**

WET OP ARBEIDSVERHOUDINGE, 1995

**HAARKAPPERS EN KOSMETOLOGIE BEDINGINGSRAAD—KWAZULU-NATAL: VERLENGING VAN TYDPERK VAN HOOF KOLLEKTIEWE OOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verleng hierby, kragtens artikel 32 (6) (a) (i) van die Wet op Arbeidsverhoudinge, 1995, die tydperke vasgestel in Goewermentskennisgewings Nos. R. 724 van 22 Julie 2005, R. 154 van 24 Februarie 2006 en R. 607 van 23 Junie 2006, met 'n verdere tydperk wat op 31 Desember 2007 eindig.

**M. M. S. MDLADLANA****Minister van Arbeid****No. R. 62****2 February 2007**

LABOUR RELATIONS ACT, 1995

**HAIRDRESSING AND COSMETOLOGY BARGAINING COUNCIL, KWAZULU-NATAL: EXTENSION OF NON-PARTIES OF MAIN COLLECTIVE AMENDING AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Hairdressing and Cosmetology Bargaining Council, KwaZulu-Natal, 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 5 February 2007, and for the period ending 31 December 2007.

**M. M. S. MDLADLANA****Minister of Labour****No. R. 62****2 Februarie 2007**

WET OP ARBEIDSVERHOUDINGE, 1995

**HAARKAPPERS EN KOSMETOLOGIE BEDINGINGSRAAD, KWAZULU-NATAL: UITBREIDING NA NIE-PARTYE VAN HOOF KOLLEKTIEWE WYSIGINGSOOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Haarkappers en Kosmetologie Bedingingsraad, KwaZulu-Natal, aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid met ingang van 5 Februarie 2007, en vir die tydperk wat op 31 Desember 2007 eindig.

**M. M. S. MDLADLANA****Minister van Arbeid****SCHEDULE****HAIRDRESSING AND COSMETOLOGY BARGAINING COUNCIL (KWAZULU-NATAL)****COLLECTIVE AGREEMENT**

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

**Employers' Organisation for Hairdressing, Cosmetology and Beauty**

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

**United Association of South Africa (Client Care Services—KZN)**

(hereinafter referred to as "the employees or "the trade union"), of the other part, being the parties of the

**Hairdressing and Cosmetology Bargaining Council (KwaZulu-Natal)**

in the Hairdressing and Cosmetology Services ("the Industry") to amend the Agreement published under *Government Gazette* No. R. 724 of 22 July 2005, as amended and extended by Government Notices Nos. R. 154 of 24 February 2006 and R. 607 of 23 June 2006.

**1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed in the industry—
- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;
  - (b) in the Magisterial Districts of Durban and Inanda, excluding those areas falling within the former self-governing territory of KwaZulu.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
- (a) apprentices in so far as such terms are not inconsistent with Conditions of Apprenticeship published under the Skills Development Act, No. 97 of 1998, or any contract entered into or any conditions fixed thereunder;
  - (b) learnerships under the Skills Development Act, No. 97 of 1998, or any contract entered into or any conditions fixed thereunder.
- (3) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall not apply to casual employees.
- (4) The terms of this Agreement shall not apply to non-parties in respect of clauses 1 (1) (a), 2 and 9.

**2. PERIOD OF OPERATION OF AGREEMENT**

(1) This Agreement shall come into operation on such date as may be fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties, and shall remain in force until 31 December 2007.

(2) Notwithstanding the provisions of clause 2 (1) above, parties may negotiate and agree to amend the Agreement annually, such amendment(s) shall form part of the collective agreement.

**3. CLAUSE 2: PERIOD OF OPERATION**

Insert the following new subclause (3):

- “(3) The implementation schedule with regard to the inclusion of personal services commission in respect of payment of annual leave, notice pay and severance pay, shall apply as follows:

Year One:	1 March 2006	Annual leave
Year Two:	1 January 2007	Annual leave and notice pay
Year Three:	1 January 2008	Annual leave and notice pay and severance.”.

**4. CLAUSE 3: INDUSTRIAL ACTION**

- (1) Substitute the following for subclause (2) (1) (a):

“(1) **Employee organisation**

- (a) Every employer who is not a member of the employers' organisation shall deduct, weekly or monthly as the case may be, from the salary of his/her employee, the agency fee equivalent to the trade union subscription fee of R48 per month, and shall forward the amount not deducted to the Secretary of the Council, No. 8 Chelmsford Road, Berea, Durban, by no later than the 7th day of the month following the month in which the deductions were made.”.

- (2) Substitute the following for subclause (2) (1) (g)

“(1) (g) Any person may inspect the auditor's report submitted to the Council in terms of subclause 2 (1) (e) (ii) at the Council's offices at No. 8 Chelmsford Road, Berea, Durban.”.

- (3) Substitute the following for subclause (2) (2) (b)

“(2) (b) Every employer shall pay the monthly bargaining levy to the Secretary of the Council at the Council's offices at No. 8 Chelmsford Road, Berea, Durban.”.

- (4) Substitute the following for subclause (2) (2) (h):

“(2) (h) Any person may inspect the auditor's report submitted to the Council in terms of subclause (2)(2) (g) at the Council's offices at No. 8 Chelmsford Road, Berea, Durban.”.

**4. CLAUSE 4: DEFINITIONS**

- (1) Insert the following new definition of personal services commission”:

“**personal services commission** means, for the purpose of calculating annual leave pay, notice pay and severance pay as envisaged by section 35 of the Basic Conditions of employment Act, No. 75 of 1997, commission paid on services provided by any employee in person, including services provided by any other employee, other than those paid on a commission basis only, but excluding retail commission for the purpose of calculating remuneration in relation to section 35 (5) where present practices shall continue;”.

- (2) Insert the following new definition of “remuneration”:

"remuneration means the amount of money payable or paid to an employee in terms of clause 13 in respect of the ordinary hours of work specified in clause 14 (1): Provided that when remuneration is calculated as envisaged by section 35 of the Basic Conditions of Employment Act in respect of annual leave, notice pay and severance pay, only the basic salary and personal services commission shall be included;"

(3) Insert the following new definition of "basic salary".

"basic salary means the salary agreed to in terms of clause 13 (2), as the minimum payable to an employee in a specific job category;"

#### 5. CLAUSE 13: REMUNERATION

Substitute the following for clause 13 (2):

"(2) No employer shall pay, and no employee shall accept a basic salary at rates lower than the following:

Employee job title	Minimum increase	New minimum salary
Hairdresser (COTT/QA/MC).....	R138,00	R2 848,00
Hairdresser (QET/CQ/QBE).....	R 97,00	R1 987,00
Junior qualified*.....	R 97,00	R1 997,00
Manicurist and/or beauty culturist.....	R 92,00	R1 602,00
Receptionist and/or telephonist.....	R132,00	R2 297,00
Shampooist—inexperienced.....	R 84,00	R1 464,00
Shampooist—(18 months ± passed module 1)**.....	R100,00	R1 730,00
Learner hairdresser:		
On commencement.....	R 72,00	R1 252,00
Module 1.....	R 78,00	R1 353,00
Module 2.....	R 81,00	R1 406,00
Module 3.....	R 84,00	R1 459,00
Module 4.....	R 90,00	R1 565,00
Module 5.....	R 93,00	R1 618,00
Module 6.....	R 96,00	R1 671,00
General Assistant.....	R100,00	R1 730,00
Part time worker***.....	60% of specified wage	
Casual.....	R60,00 per day	

PLEASE NOTE: LEARNER HAIRDRESSER—CORE UNIT STANDARDS

CORE UNIT STANDARDS		
On commencement.....		R1 275,00
Unit standard levels.....	1–5	R1 353,00
Unit standard levels.....	6–10	R1 486,00
Unit standard levels.....	11–15	R1 645,00

**Note:** \* Junior qualified hairdresser: With effect from 1 January 2006, anyone qualifying with a Certificate of Trade Test and with less than 18 months experience;

\*\* R30 per month if Module 1 is passed and R50 per month for each additional module passed;

\*\*\* Part-time worker: 60 per cent of the amount specified for the category in which the employee is employed."

#### 6. CLAUSE 14: TERMS OF EMPLOYMENT

(1) Substitute the following for clause 14 (14) (a) (iii):

"(iii) Subject to the provisions of clause 19 (14), in the case of any other employee, terminate a contract of employment, terminable at the instance of a party to the contract, as follows:

(aa) 24 hours' notice within the first month of employment;

(bb) one week's notice, if the employee has been employed for six months or less;

(cc) two week's notice, if the employee has been employed for more than six months.";



(2) Insert the following new subclause (15):

“(15) The calculation of and entitlement to notice pay in lieu of notice worked shall be as follows: The employer must pay the employee 20% of the average personal commission services the employee would have received, calculated as envisaged by section 35 (5) of the Basic Conditions of Employment Act, and Notice No. R. 24889 of 23 May 2003, over the preceding 12 months.”.

**7. CLAUSE 19: ANNUAL LEAVE**

(1) Insert the following new subclause (14):

“(14) It is hereby agreed that the following formula shall apply for the calculation of leave pay: Average (ave) personal services commission (pcs) x 20% excluding the value of the basic salary (bs) earned during the previous employment period up to a maximum of 12 months (shorter terms apply only to new employees in their first year of service and a commission earner will receive pro rata payment for that period of service + basic salary).”.

(2) Insert the following new subclause (15):

“(15) When an employee takes ad hoc leave for a shorter period than the agreed annual leave and the ordinary earnings calculated is higher than the earnings calculated in accordance with the above formula, the higher value/amount shall be paid to the employee.”.

(3) Insert the following new subclause (16):

“(16) The calculation of remuneration of personal services will apply only to a maximum of one year’s statutory leave entitlement in any one year of service (12 months from date of employment).”.

**8 CLAUSE 22: COUNCIL LEVY**

Substitute the following for clause 22:

- “(1) For the purpose of raising the funds of the Council, contributions shall be obtained in the following manner:
  - (a) Every employee and every employer shall contribute to the funds of the Council as set out in the table below.
  - (b) The contributions paid to the Council in terms of this clause shall be utilised and administered in accordance with the provisions of the Council’s Constitution.

A Category	B Employee payment per month
Hairdresser .....	R45,00
Receptionist/clerical.....	R45,00
Manicurist/beauty culturist .....	R45,00
Learner .....	R40,00
Trainee hairdresser—with mod 1 to 6 .....	R45,00
Shampooist—unqualified.....	R45,00
Shampooist with mod 1 .....	R45,00
General assistant.....	R40,00

- (2) The amount shown in column B of the table shall be deducted from the salary of the employees.
- (3) To the amounts so deducted from the salary of the employees, every employer shall add an equal amount and shall forward the aggregate sum to the Secretary of the Hairdressing and Cosmetology Bargaining Council, KZN, P.O. Box 2182, Durban, 4000.
- (4) Should any amount due in terms of this clause not be received by the Council by the 7th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 10 per cent per month or part thereof from the 7th day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.”.

**9. CLAUSE 25: SICK BENEFIT FUND**

Substitute the following for subclause (6):

**“(6) Schedule A**

Category	Scheme A	Scheme B			
	(R)	M	M+1	M+2	M+3
Employer (member) .....	(E) 92	161	293	416	550
Hairdresser .....	(X) 92	161	293	416	550
	(Y) 63	63	63	63	63
Receptionist, Manicurist.....	(X) 92	161	293	416	550
	(Y) 63	63	63	63	63
Learner—on commencement .....	(X) 83	161	293	416	550
	(Y) 58	58	58	58	58
Module 1—6/unit standards 1—15.....	(X) 92	161	293	416	550
	(Y) 63	63	63	63	63
Shampooist and general assistant.....	(X) 83	161	293	416	550
	(Y) 58	58	58	58	58

- (i) X = Employee's share. Y = Employer's share.
- (ii) Employers who themselves wish to be members are required to pay the 'E' rate on the schedule.
- (iii) Employer's contributions in Scheme B are the same as those specified in Scheme A in respect of their employees, and employers shall not be liable to contribute to any cost in respect of the members' dependants.

**Example:**

Contributions for a hairdresser and two dependants will be R92,00 for the employer's share and R416,00 monthly for the employee's share.”.

Signed at Durban for and on behalf of the parties, this 7th day of November 2006.

**S. CRONJE**

**Chairperson of the Council**

**T. SCOTT**

**Vice Chairperson of the Council**

**A. T. PARKINSON**

**Secretary of the Council**

**No. R. 63**

**2 February 2007**

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA: EXTENSION TO  
NON-PARTIES OF THE FOOTWEAR SECTION COLLECTIVE AMENDING AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council of the Leather Industry of South Africa, 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 5 February 2007, and for the period ending 30 June 2007.

**M. M. S. MDLADLANA**

**Minister of Labour**

No. R. 63

2 Februarie 2007

WET OP ARBEIDSVARHOUDINGE, 1995

**NASIONALE BEDINGINGSRAAD VAN DIE LEERNYWERHEID VAN SUID-AFRIKA: UITBREIDING NA NIE-PARTYE  
VAN SKOEISELSEKSIE KOLLEKTIEWE WYSIGINGSOOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Nasionale Bediningsraad van die Leernywerheid van Suid-Afrika aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid met ingang van 5 Februarie 2007, en vir die tydperk wat op 30 Junie 2007 eindig.

**M. M. S. MDLADLANA****Minister van Arbeid**

**NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA  
FOOTWEAR SECTOR COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, no. 66 of 1995, made and entered into by and between the

**Southern African Footwear and Leather Industries Association**

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

**National Union of Leather and Allied Workers**

and

**Southern African Clothing & Textile Worker's Union**

(hereinafter referred to as "employees" or the "trade unions"), of the other part, being the parties of the National Bargaining Council of the Leather Industry of South Africa, to amend the Agreement published under Government Notice No. R. 906 of 16 September 2005, and R. 849 of 25 August 2006.

**1. SCOPE OF APPLICATION**

- (1) The terms of this agreement shall be observed in the Footwear Sector of the Leather Industry—
  - (a) by all employers who are members of the employer organisation, and by all employees who are members of the trade unions, and who are engaged or employed in the said sector of the industry;
  - (b) in the Republic of South Africa, which includes the former Republic of Transkei, the former Republic of Bophuthatswana, the former Republic of Venda and the former Republic of Ciskei, as well as the former self-governing territories of KwaZulu, Qwa-Qwa, Lebowa, Gazankulu, KaNgwane and KwaNdebele.
- (2) Notwithstanding the provisions of subclause (1), the terms of this agreement shall—
  - (a) apply only to all employees for whom wages are prescribed in the annexures to this agreement;
  - (b) not apply to employers and employees in informal sector establishments, save in respect of clause 4.
- (3) Notwithstanding the provisions of subclause (1) (a), the terms of this agreement shall not apply to non-parties in respect of clauses 1 (1) (a) and 2.

**2. DATE AND PERIOD OF OPERATION**

- (1) This agreement shall come into operation on such date as the Minister of Labour extends the agreement to non-parties, and shall be effective from 1 July 2006 and remain in force until 30 June 2007.
- (2) This agreement shall come into operation for non-parties on such date as the Minister of Labour extends the agreement to them, and remain in force for the period ending 30 June 2007.

**3. CLAUSE 8: REMUNERATION**

**8.1 Wages and wage rates**

Add the following new subclause (16):

**"(16) Phasing in period**

All employers who previously operated outside the Council geographical scope as at 8 February 2001, and who are paying wage rates less than those prescribed in the annexures to this agreement, will be granted a concession allowing them to phase in the increase of the wage rates to the levels of those prescribed in the annexures to the agreement in terms of the undermentioned time-table:

From 1 July 2006—not less than 25% of prescribed rate.

From 1 July 2007—not less than 50% of prescribed rate.

From 1 July 2008—not less than 75% of prescribed rate.

From 1 July 2009—not less than 100% compliance with prescribed wage rates.

Notwithstanding the aforementioned, all employees should receive all negotiated increases during the actual phasing in period.”

Signed by the parties in Cape Town on this the 19th day of October 2006.

**D. J. F. LINDE**

**Member of the Council**

**A. BENJAMIN**

**Member of the Council**

**F. ABRAHAMS**

**Member of the Council**

**S. NAIDOO**

**General Secretary of the Council**

**No. R. 74**

**2 February 2007**

**LABOUR RELATIONS ACT, 1995**

**MEAT TRADE, GAUTENG: EXTENSION OF AMENDMENT OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Meat Trade, Gauteng, 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 Trade, with effect from 12 February 2007, and for the period ending 30 June 2008.

**M. M. S. MDLADLANA**

**Minister of Labour**

**No. R. 74**

**2 Februarie 2007**

**WET OP ARBEIDSVERHOUDINGE, 1995**

**VLEISBEDRYF, GAUTENG: UITBREIDING VAN WYSIGING VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Vleisbedryf, Gauteng, aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Bedryf, met ingang van 12 Februarie 2007, en vir die tydperk wat op 30 Junie 2008 eindig.

**M. M. S. MDLADLANA**

**Minister van Arbeid**

**SCHEDULE**

**BARGAINING COUNCIL FOR MEAT TRADE, GAUTENG**

**COLLECTIVE AGREEMENT**

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

**Meat Traders Association Gauteng**

(hereinafter referred to as the “employers” or “employers’ organisation”), of the one part, and

**Meat Distributors and Allied Workers’ Union South Africa (MDAWUSA)**

**SA Meat Distributors and Allied Workers’ Union (SAMDAWU)**

**Gauteng Meat Traders Employees’ Union**

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

being the parties to the Bargaining Council for Meat Trade Gauteng to amend the agreement published under Government Notice No. R. 97 of 23 April 2004 as extended by Government Notice No. 489 of 27 May 2005.

**1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed in the Meat Trade in the following Magisterial Districts:  
 Alberton, Boksburg, Brakpan, Germiston, Kempton Park, Johannesburg, Randburg, Roodepoort, Benoni, Krugersdorp, Randfontein, Springs, Westonaria and the area within 25 km radius of Church Square, Pretoria—  
 (a) by all employers who are members of the employers' organisation; and by all  
 (b) employees who are members of the trade unions that are party to the Council, and who are engaged or employed in the Meat Trade.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in this Agreement.
- (3) The provisions of clauses 1 (1) (a) and (b) of this Agreement shall not be binding on non-parties.

**2. CLAUSE 3: REMUNERATION**

Substitute the following for clause 3:

- "(1) As from date of publication of this Agreement, no employer shall pay and no employee shall accept wages lower than the following:

	Per month
Bookkeeper .....	3 031,60
Cashier .....	1 616,00
Cashier and invoice clerk .....	2 218,80
Cleaning employee.....	1 385,20
Labourer, I .....	1 616,00
Labourer, II .....	1 552,00
Manager .....	4 978,80
Mass measurer and/or pricer .....	1 616,00
Master meat cutting technician, grade 1A.....	4 605,60
Meat cutting technician, grade 1B.....	4 011,00
Meat cutting technician, II.....	2 424,00
Motor vehicle driver, the unladen mass of which vehicle together with the unladen mass of any trailer does not exceed—	
450 kg.....	1 616,00
2 700 kg.....	1 770,00
4 500 kg.....	2 065,00
Salesperson.....	2 449,80
Security officer.....	2 065,00
Shop controller/supervisor.....	8 103,60
Trainee meat cutting technician—	
during 1st year of experience.....	1 577,60
during 2nd year of experience.....	1 936,60
during 3rd year of experience .....	2 065,00
Trainee shop controller/supervisor .....	4 011,00
Wrapper and/or packer.....	1 522,00

- (2) **Differential rates:** An employer who requires or permits an employee of one category to perform the duties of a higher paid category for longer than one hour in any one day, either in addition to his own work or in substitution thereof, shall pay such employee in respect of that day, not less than one sixth of the higher weekly wage prescribed in subclause (1).".

**3. CLAUSE 15: TERMINATION OF CONTRACT OF EMPLOYMENT**

Substitute the following for clause 15 (1):

- "(1) As from date of publication of this Agreement, an employer or an employee who wishes to terminate a contract of employment, shall give—  
 (a) one week, if the employee has been employed for six months or less;  
 (b) two weeks, if the employee has been employed for longer than six months.".

**4. CLAUSE 22: COUNCIL FUNDS**

Substitute the following for clause 22:

"The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:

- (a) Every employer shall, in respect of every establishment he owns or conducts, pay a monthly levy of R45,00;
- (b) every employer shall deduct R24,00 per month from the wage payable to every employee and add to such deduction an equivalent amount;
- (c) the employer shall ensure that the above amounts are received at the Councils' address by no later than the 10th day of each succeeding month, together with the form prescribed by the Council."

**7. CLAUSE 23: SICK BENEFIT FUND**

Substitute the schedule in clause 23 with the following:

**SCHEDULE**

Membership category	Monthly salary	
	R1 000–R4 000	R4 000–+
Single member .....	R1 064,00	R1 109,00
Member plus one adult dependant.....	R1 760,00	R1 826,00
Member plus one child dependant .....	R1 442,00	R1 508,00
Member plus one adult plus one child dependant .....	R1 970,00	R2 042,00
Member plus two child dependants.....	R1 652,00	R1 724,00
Member plus one adult and 2 child dependants .....	R2 186,00	R2 258,00
Member plus three child dependants .....	R1 868,00	R1 940,00
Member plus one adult and three child dependants .....	R2 402,00	R2 474,00
Member plus four child dependants .....	R2 084,00	R2 156,00
Single pensioner.....	R1 064,00	
Pensioner plus one dependant.....	R1 760,00	
Pensioner plus more than 1 one dependant .....	Rate on request	

**6. CLAUSE 25: GROUP FUNERAL SCHEME**

Substitute the following for subclause (2):

"(2) For the purpose of providing members of the fund with benefits, every employer shall, in respect of each month, deduct R30,00 from the wages payable to such members and add to such deduction an amount of R10,00."

Thus done and signed at Johannesburg on this sixteenth day of August 2006.

**E. M. P. BIELOVICH**

**Chairman of the Council**

**H. ROODT**

**Vice-Chairman of the Council**

**B. VAN DER WESTHUIZEN**

**For the Secretary of the Council**

**E. M. P. BIELOVICH**

**Chairman of the Meat Traders Association (Gauteng)**

**E. T. SELORO**

**Secretary of the Meat Distributors and Allied Workers Union (South Africa)**

**S. BUSAKWE**

**Secretary of the South African Meat Distributors and Allied Workers Union**

**G. S. KOK**

**Secretary of the Gauteng Meat Traders Employees Union**

**No. R. 75****2 February 2007**

LABOUR RELATIONS ACT, 1995

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

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the 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 12 February 2007, and for the period ending 30 June 2011.

**M. M. S. MDLADLANA**  
Minister of Labour

**No. R. 75****2 Februarie 2007**

WET OP ARBEIDSVERHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, WES-KAAPLAND: UITBREIDING  
VOORSORGFONDS KOLLEKTIEWE WYSIGINGSOOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Meubelnywerheid, Wes-Kaapland aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid met ingang van 12 Februarie 2007, en vir die tydperk wat op 30 Junie 2011 eindig.

**M. M. S. MDLADLANA**  
Minister van Arbeid

**SCHEDULE****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE  
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 "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 "employees" or the "trade unions"), of the other part, being the parties of 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***

- Clause 1—Scope of application of Agreement
- Clause 2—Period of operation of Agreement
- Clause 3—Definitions
- Clause 4—Exemptions
- Clause 5—Expenses of the Council
- Clause 6—Registration of employers
- Clause 7—Exhibition of Agreement
- Clause 8—Keeping of records
- Clause 9—Trade union representatives on the Council
- 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—Public holidays and annual leave
- Clause 31—Subsistence allowance
- Clause 32—Trade union contributions
- Clause 33—Levies payable by employers who are members of the employers' association
- Clause 34—Provident Fund contributions
- Clause 35—Time off work to attend training or further education courses

**PART II**

- Clause 36—Wage increases

**PART III**

- Annexure A—Wage increase per hour
- Annexure B—Monthly statement to be submitted in terms of clause 12
- Annexure C—Starting, finishing and interval times to be submitted in terms of clause 16 (2)
- Annexure D—Registration as an employer to be submitted in terms of clause 6
- Annexure E—Weekly return of employer to be submitted in terms of clause 14
- Annexure F—Conciliation and arbitration guidelines
- Annexure G—Public holidays in terms of clause 30
- Annexure H—Provident Fund percentage contributions

**PART I**

**PROVISIONS APPLICABLE TO THE FURNITURE MANUFACTURING INDUSTRY THROUGHOUT  
THE AREAS COVERED BY THE AGREEMENT, UNLESS THE CONTRARY IS STATED**

**A—Administrative issues****1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the Western Cape—
  - (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; and
  - (b) in the Magisterial Districts of Barkly West, Beaufort West, Bellville, Bredasdorp, Britstown, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, De Aar, Fraserburg, Goodwood, Gordonia, Hay, Heidelberg (C.P.), Herbert, Hermanus, Hopefield, Hopetown, Kenhardt, Kimberley, Kuils River, Kuruman, Ladismith, Laingsburg, Malmesbury, Mitchells Plain, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, and that portion of the Magisterial District of Postmasburg which, prior to the publication of Government Notice No. 1254 of 27 June 1975, fell within the Magisterial District of Kuruman, but excluding that portion of the Magisterial District of Kuruman which, prior to the publication of Government Notice No. 1314 of 28 August 1964, fell within the Magisterial Districts of Postmasburg, Philipstown and Prieska.



- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—
- (a) apply to all employees in the Furniture Manufacturing Industry and to all the employers of such employees;
  - (b) apply to learners in so far as these provisions are not inconsistent with the provisions of the Skills Development Act, No. 97 of 1998, or any contract entered into or any condition fixed thereunder.

## 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 2011.

## 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 reference 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*.

- (1) 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;

“**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 which is 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 or 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 of these factors is present, the person is presumed to be an employee until the employer proves that he or she is not an employee;

“**employer**” means a person who employs employees in the Furniture Manufacturing Industry, including a Labour Broker who supplies employees to the furniture industry;

“**employment**” means the total length of all periods of an employee's service in the Furniture Manufacturing Industry, but excluding a period of broken service in excess of 12 consecutive months;

“**establishment**” means any place in which the Furniture Manufacturing Industry is carried on;

“**Furniture Manufacturing Industry**” or “**Industry**” means, without in any way limiting the ordinary meaning of the expression, the industry concerned with the manufacture, either in whole or in part, of all types of furniture, irrespective of the material used, and includes *inter alia*, the following operations:

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing wood; making loose covers and/or cushions and/or curtains; and/or making and/or repairing box-springs mattresses and/or frames for upholstering; wood-machining, veneering, wood-turning and carving in connection with manufacturing and/or repairing furniture; polishing and/or repolishing pianos; or manufacturing and/or staining, spraying and polishing and/or repolishing tearoom, office, church, school, bar, pool and snooker tables or theatre furniture and cabinets for musical instruments and radio, wireless cabinets, television cabinets, speaker boxes, and includes the manufacture or processes in the manufacture of bedding, the definition and interpretation of which includes all manner or types of mattresses, spring-mattresses, overlays, pillows, bolsters and cushions; and also includes the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is

carried on; and further includes repairing, re-upholstering or repolishing furniture in or in connection with establishments in which the production of furniture or any operation associated with the preparation of any article of furniture for sale, either in whole or in part, is carried on, and veneering, laminating and/or foiling board used for furniture, and all parts of materials used in the construction of furniture; but excludes the manufacture of articles made principally of wicker, grass and/or cane, and excludes the manufacture of metal furniture, including the manufacture of metal bedsteads;

“**hourly rate**” means the rate determined in accordance with the provisions of clause 23 of this Agreement;

“**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, No. 97 of 1998;

“**night work**” means work performed after 18:00 and before 06:00 the next day;

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

“**normal time**” means the standard minimum hours which an employee is required to work and 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;

“**piecework**” 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 reorganisation or technological change, and that, consequently, there is no foreseeable possibility that employees who lose their employment through redundancy will be re-employed in their previous positions;

“**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 a shop steward who is 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 29 of this Agreement, and who shall be recognized 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;

“**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 this 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 licence of exemption.

(3) The Secretary may refer to an independent body to hear and decide, as soon as possible, any appeal brought by a party or non-party subject to this Agreement against—

- (a) the Council’s refusal of an application for exemption from the provisions of this Agreement, as soon as possible;
- (b) the withdrawal of such an exemption previously granted by the Council;

(4) The independent body may, having regard to the individual merits of each application, grant an exemption to an employer or an employee from this Agreement if—

- (a) it is fair to both the employer, its employees and other employers and employees in the Furniture Industry;
- (b) it does not undermine this Agreement;
- (c) it will make a material difference to the viability of an applicant’s business; and
- (d) it will assist in overcoming economic hardship occurring during the currency of this Agreement and will prevent unnecessary job losses.

(5) The Secretary of the Council shall issue to every person granted exemption a licence signed by the Chairman and Secretary of the Council setting out—

- (a) the full name of the person concerned;
- (b) the provisions of this Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (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.

- (6) The Secretary of the Council shall—
- (a) number consecutively all licences issued;
  - (b) retain a copy of each licence issued; and
  - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.
- (7) All applications for exemptions shall be in writing.

#### 5. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct 80c per week from the wages of each of his employees for whom a wage is paid.

(2) (a) To the amount so deducted, the employer shall add a like amount and 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 (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 payday 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 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, Act No. 55 of 1975, 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 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 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.

#### 6. 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, 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 from the Secretary of the Council, P.O. Box 1123, Woodstock, 7915.

- (2) Within seven days of the occurrence of any of the following events:
- (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.

#### 7. EXHIBITION OF AGREEMENT

Every employer on whom this Agreement is binding shall—

- (a) keep a copy of this Agreement affixed in a conspicuous place where it is readily accessible to the employees at all times;
- (b) give a copy of this Agreement to—
  - (i) an employee who has paid the fee prescribed in regulation 8 of the General Administrative Regulations made under the Labour Relations Act, No. 66 1995; or
  - (ii) free of charge, on request to an employee who is a trade union representative or a member of a workplace forum.

#### 8. KEEPING OF RECORDS

Every employer must keep records as required in terms of section 31 of the Basic Conditions of Employment Act, No. 75 of 1997. These records shall be kept written in a legible and indelible manner.

### 9. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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.

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 employee's lost time while attending to or performing duties as a delegate to the Council.

### 10. ADMINISTRATION OF AGREEMENT

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 hereof 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 to be agents to assist in giving effect to the terms of this Agreement.

The agent shall have the right to—

- (a) enter, inspect and examine any premises or place in which the Furniture Manufacturing Industry is carried on at any time when he has reasonable cause to believe any person is employed therein;
- (b) orally examine, either alone or in the presence of any other person, as the agent thinks fit, with respect to matters relating to this Agreement, every employee whom the agent finds in or about the premises or place and require such employee to answer questions put to such employee;
- (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;
- (d) require the production of and inspect, examine and copy all pay sheets or books wherein an account is kept of actual wages paid to an employee.

(2) The agent, when entering, inspecting or examining any such place shall, on request, show his certificate of authority, and may take with him an interpreter.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all facilities referred to, above.

### 12. MONTHLY STATEMENT

(1) All payments to be made to the Council in terms of clause 5, 30, 32, 33 and 34 of this Agreement and clause 8 of the Provident Fund Agreement published under Government Notice No. R. 2016 of 25 November 1994, as amended, shall be accompanied by a statement in the form prescribed in Annexure B to this Agreement.

(2) Any moneys received by the Council from an employer as payment in terms of subclause (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 trade union contributions and thereafter as per (a) above.

### 13. NORMAL RETIREMENT AGE

(1) An employee entering the Industry may retire at the age of 60 years.

(2) Every employer registered with the Council in terms of clause 6 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 who were engaged, discharged, or who resigned during any one week, not later than the Friday following the payday of the week to which the statement relates.

### 15. DISPUTE RESOLUTION PROCEDURE

(1) (a) In the event of a dispute arising about the interpretation or application of this Agreement, the parties to the dispute must 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 the Council 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 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) Save as is otherwise provided in this Agreement, no employer shall require or permit employees, other than foremen, managers, submanagers, senior managerial, professional, technical or administrative personnel in receipt of a salary of not less than R115 572,00 per annum as per *Government Gazette* No. 25012 of 14 March 2003—

- (a) to work for more than 44 hours normal time, excluding meal intervals, in any one working week, comprising—
  - (i) Monday, Tuesday, Wednesday, Thursday, Friday.

(2) 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.

(3) The employer must inform employees and the Council of their firm's ordinary weekly working hours and display them in a conspicuous place within the workplace.

(4) Should an employer wish to change the firm's ordinary working hours from those notified to the Council and their employees, they shall 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.

(5) All hours worked in excess of a firm's normal weekly working hours must be paid as prescribed by the Basic Conditions of Employment Act, No. 75 of 1997.

(6) 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 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 shall be 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 obtain the consent of the employee.

(2) Remuneration due to employees in terms of this Agreement shall—

- (a) if paid in cash, be handed in a sealed envelope bearing on the outside the name 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, include, a wage advice bearing the name 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—

- (a) who is under 15 years of age; or
- (b) who is under the minimum school-leaving age in terms of any law, if the said age is 15 or older.

(2) No person may employ a child in employment—

- (a) that is inappropriate for a person of that age;
- (b) that places at risk the child's well-being, education, physical or mental health, or spiritual, moral or social development.

(3) A person who employs a child in contravention of subclause (1) or (2) is committing an offence.

(4) Employment of children of 15 years or older—

- (a) subject to section 43 (2) of the Basic Conditions of Employment Act, No. 75 of 1997, the Minister may, on the advice of the Council, make regulations to prohibit or place conditions on the employment of children who are at least 15 years of age and no longer subject to compulsory schooling in terms of any law;

(b) a person who employs a child in contravention of subclause (4)(a) is committing an offence.

(5) **Medical examinations—**

The Minister may, after consulting the Council, make regulations relating to the conduct of medical examinations of children in employment.

(6) **Prohibitions—**

(a) It is an offence to—

- (i) assist an employer to employ a child in contravention of this Agreement; or
- (ii) discriminate against a person who refuses to permit a child to be employed in contravention of this Agreement.

(7) **Evidence of age—**

In any proceedings in terms of this Agreement, if the age of an employee is a relevant factor for which insufficient evidence is available, it is for the party who alleges that the employment complied with the provisions of this clause to prove that it was reasonable for that party to believe, after investigation, that the person was not below the permitted age in terms of subclauses (1) and (2) and (4).

(8) **Prohibition of forced labour—**

- (a) subject to the Constitution of the Republic of South Africa, all forced labour is prohibited;
- (b) no person may for his or her own benefit or for the benefit of someone else, cause, demand or impose forced labour in contravention of subclause (a);
- (c) a person who contravenes subclause (8)(a) or (8)(b) is committing an offence.

#### 19. FORENOON AND AFTERNOON INTERVALS

Every employee shall be given an interval of 10 minutes both in the forenoon and in the afternoon of each day, which shall be reckoned as time worked.

#### 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 subclause (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; and
- (b) where 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 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 subclause (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 subclause (4) (a), unless the employer and employee agree otherwise in writing;
- (c) if an employee fails to give and/or work out the required notice, as per subclause (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 Act, 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 clause, "night work" means work performed after 18:00 and before 06:00 the next day.
- (2) An employer may require or permit an employee to perform night work only if so agreed, and if—
- (a) the employee is compensated by the payment of a 15 per cent allowance on such employee's wage rate, in addition to the prescribed 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 wage, which hourly rate is determined by dividing the actual weekly wage by 44 or such lesser number of hours ordinary 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 ordinary 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 wage rate referred to in clause 22.

## 24. SICK LEAVE

- (1) In this clause, "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 owing to hospitalization, or serious or chronic illness, such 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 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 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) Notwithstanding subclause (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 such leave in terms of subclause (2) by the number of days' sick leave taken in terms of subclause (3).
- (5) Subject to subclause 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**
- (1) An employer is not required to pay an employee in terms of subclause (5) above 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.
- (2) 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.

## 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 of 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 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.
  - (c) The employer shall be permitted to employ a temporary employee in the same category as the employee 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 subclause (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 21 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 subclause (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.

#### 27. CASUAL EMPLOYEES

A casual employee means an employee who works for an employer less than 24 working hours in a month.

#### 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 three days' paid leave and two 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 subclause (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 subclause (1) for which the leave was required.
- (6) An employee's unused entitlement to leave in terms of this clause 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 among 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 name/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 the Act, any law regulating terms and conditions of employment and any collective agreement binding on the employer to—
  - (i) the employer;
  - (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 per cent 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. 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 subclause (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) Every employer shall grant his employees annual leave of 15 consecutive paid working days.

(4) (a) Subject to the provisions of subclause (3), all amounts payable in terms of subclause (3) shall be paid by the Employer to the Secretary of the Council month by month, and not later than the 15th day of each month following that in respect of which they are due.

(b) An Employer who is in arrears with payment 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 in 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 collection commission by reason of the failure of the Employer to make any payment on or before the due date, the Employer shall then also be liable to forthwith pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the Employer firstly in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

(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) 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—

(a) all moneys received—

(i) in terms of sub-clause (3) hereof;

(ii) from any other source; and

(b) 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 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.

### **31. 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.

### **32. TRADE UNION CONTRIBUTIONS**

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

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

(2) (a) An employer who is in arrears with payments in terms of subclause (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 subclause (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, No. 55 of 1975, 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's incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date and the employer shall then also be liable forthwith to pay all such costs of whatever nature as between attorney and client and all such collection commission and the Council shall be entitled in its absolute discretion to allocate any payment by the employer firstly in satisfaction of such costs, collection commission, and interest, and thereafter in reduction of the overdue capital amount.

### **33. 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 subclause (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 subclause (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, No. 55 of 1975, 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's incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then 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.

#### **34. PROVIDENT FUND CONTRIBUTIONS**

(1) Every employee under the jurisdiction of this Agreement shall be a member of the Provident Fund of the Furniture Industry of the Western Cape (hereinafter referred to as the "Fund") as published under Government Notice No. R. 2016 of 25 November 1994, as amended, and shall contribute to the Fund in respect of each week of his employment an amount equivalent to a percentage of his normal wage per week as determined by the Provident Fund Management Committee and reflected in Annexure "H" hereto: Provided that no contribution shall be made in respect of any week if the earnings of the member for such week do not exceed two-fifths of his wage per week.

(2) Every employer of employees referred to in subclause (1) above shall contribute to the Fund in respect of each week a sum equal to the contributions made by his employees.

(3) All amounts payable in terms of subclauses (1) and (2) 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.

(4) An employer who is in arrears with payments in terms of subclause (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 subclause (3).

(5) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, No. 55 of 1975, 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 Councils incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable forthwith to pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer firstly in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

#### **35. TIME OFF WORK TO ATTEND TRAINING OR FURTHER EDUCATION COURSES**

(1) Every employer shall grant to every employee 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 shall be considered by the consulting parties (the employer and employee concerned):

- (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.

### **PART II**

#### **36. WAGE INCREASES**

(1) From the first pay week following the date of publication of this Agreement, or as fixed by the Minister of Labour in terms of section 32 of the Act, all employees who are employed in the Furniture Industry and who as yet have not received a wage increase in the year 2006, shall receive the wage increase per hour reflected in Annexure A of this Agreement.

**PART 111**  
**ANNEXURE A**  
**WAGE INCREASE PER HOUR**

Occupation/Category	Increase per hour
Leather nester.....	1,52
Journeyman.....	1,38
Maintenance man.....	1,38
Welder, other than spot welder.....	1,38
Leather machine operator.....	1,38
Leather scanner.....	1,38
Driver, heavy duty (in excess of 7 tons).....	1,20
Tape edger.....	1,15
Upholsterer of bed bases.....	1,15
Leather seamstress.....	1,12
Driver, heavy duty.....	1,11
Mattress maker.....	1,10
Coiler maker.....	1,09
Machine sander, etc.....	1,08
Mortice & tenon operator.....	1,08
Driver, light duty.....	1,07
Forklift driver.....	1,07
Leather marker.....	1,06
Leather sorters.....	1,06
Foamer upper.....	1,06
Seamstress.....	1,06
Spotwelder.....	1,05
Despatch clerk, etc.....	1,05
Base/springmaker.....	1,04
Veneer stitcher.....	1,02
Hand sander.....	1,02
Caretaker.....	1,02
Knocker-on.....	1,02
Mattress maker assistant, etc.....	1,02
Office employees.....	0,96
<b>Foremen</b>	
Foreman in charge of journeyman.....	1,59
Foreman in charge of machine sanders, etc.....	1,25
Foreman in charge of seamstresses.....	1,23
Foreman in charge of hand sanders.....	1,18
Foreman in charge of knockers-on.....	1,17
Foreman in charge of labourers.....	1,14
<b>Labourer</b>	
Furniture labourer—if employed in the.....	0,99
Industry for more than six months.....	
Furniture labourer—if employed in the.....	0,93
Industry for less than six months.....	
General worker—third year.....	0,69
General worker—second year.....	0,64
New entrant general worker.....	0,60



**ANNEXURE C**

**STARTING, FINISHING AND INTERVAL TIMES**

**[Notice required under clauses 16 and 19 of Part 1 of this Agreement]**

Day	Starting time	Finishing time	Meal interval
Monday.....	..... : .....	..... : .....	..... : .....
Tuesday.....	..... : .....	..... : .....	..... : .....
Wednesday.....	..... : .....	..... : .....	..... : .....
Thursday .....	..... : .....	..... : .....	..... : .....
Friday .....	..... : .....	..... : .....	..... : .....
Saturday .....	..... : .....	..... : .....	..... : .....
Morning Interval.....	..... : .....		
Afternoon interval .....	..... : .....		

**ANNEXURE D**

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

**REGISTRATION AS EMPLOYER**

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

Date.....

Dear Sir

In accordance with clause 6 of Part 1 of the Main Agreement, I hereby furnish you with the following particulars in connection with this business:

1. Name under which business is carried on  
 .....
2. If the business is a company, state registration number  
 .....  
 and date of incorporation  
 .....
3. If the business is a close corporation, state registration number  
 .....  
 and date of incorporation  
 .....
4. If the business is a partnership, a copy of the partnership agreement shall be lodged with this registration form, or where such lodged agreement does not contain the full terms and conditions of the agreement of partnership, the partners shall notify the Council in writing of all terms of the partnership agreement that are not included in the agreement lodged herewith. In the absence of a written agreement of partnership, the employer shall notify the Council in writing of all the terms of the agreement of partnership.
5. Address(es) at which business is carried on  
 .....

6. Postal address

.....

7. Telephone No..... Fax No. ....

E-mail .....

8. Nature of business

.....

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

Name	Home address	State whether proprietor partner, member, shareholder, manager, director or secretary

10. Date on which business commenced

.....

11. Number of employees

.....

12. Name of Magisterial District in which business is situated

.....

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

Name

.....

Authorised signatory

ANNEXURE E

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

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

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

BESONDERHEDE VAN DIE 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

**NAAM OF EMPLOYER**

**NAAM VAN WERKGEWER**.....

**ADDRESS**

**ADRES**.....



Identity number Identiteitsnommer	Surname Van	First names Voorname	Birth date Geboorte datum	Index number Aanwysings nommer	Occupation Beroep	Date engaged Datum van indiensneming	Previous employer Vorige werkgewer	Date left Datum uit diens

SIGNATURE OF EMPLOYER OR AUTHORISED AGENT

HANDTEKENING VAN WERKGEWER OF GEMAGTIGDE AGENT

.....

## ANNEXURE F

## CONCILIATION AND ARBITRATION GUIDELINES

## 1. Introduction

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

## 2. Purposes of guidelines

2.1 The purpose of these guidelines are—

- (a) to inform users of the Council's conciliation process and 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 (CCMA) 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 sets out the reasons for the delay and deals with each of the considerations referred to 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 owing 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 pre-judice; 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 bypass 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 clause 3 above.

## 8. Representation at conciliation proceedings

- 8.1 Section 135 (4) explicitly states who may appear or be a representative in conciliation proceedings. A Conciliator does not have discretion to allow a person not listed in subclause (4) to appear or act as a representative.

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 in terms of s135 (4), 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 in terms of section 135 (4) of the Act. The Conciliator may request documentation, such as the constitution, pay-slips, the contract of employment, the prescribed form listing the directors of a company and recognition agreements. Representatives must be prepared to offer 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 (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. Conciliators 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 nethertheless act impartially and fairly, and that withdrawal would cause unnecessary delay or would be contrary to the end of justice.
- 10.4 Conciliators must conduct themselves in such a way that any inference of bias is avoided.

**11. Conclusion**

- 11.1 These guidelines lay down general principles to guide the Council’s conciliators and staff in the exercise of their powers and functions. These principles are not hard and fast rules and every case presented to the Council must be considered on its merits.

**ANNEXURE G  
PUBLIC HOLIDAYS**

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



**ANNEXURE H  
PROVIDENT FUND CONTRIBUTIONS**

- (a) Percentage of normal wage per week payable by the employee: six (6%) per cent.
- (b) Percentage of normal wage per week payable by the employer: six (6%) per cent.



Signed at Salt River, on behalf of the parties this ..... day of September 2006.

**A. ABDULLAH**  
Chairperson

**G. TARR**  
Vice-Chairperson

**T. MILES**  
Secretary

**No. R. 76****2 February 2007**

## LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE: EXTENSION OF NEW PROVIDENT FUND AND MORTALITY BENEFIT ASSOCIATION COLLECTIVE AMENDING AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Furniture Manufacturing Industry, 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 12 February 2007, and for the period ending 30 June 2011.

**M. M. S. MDLADLANA****Minister of Labour****No. R. 76****2 Februarie 2007**

## WET OP ARBEIDSVERHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, WES-KAAPLAND: UITBREIDING VAN VOORSORGSFONDS KOLLEKTIEWE WYSIGINGSOORENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Meubelnywerheid, Wes-Kaapland, aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 12 Februarie 2007, en vir die tydperk wat op 30 Junie 2011 eindig.

**M. M. S. MDLADLANA****Minister van Arbeid****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE  
PROVIDENT FUND 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 of the

parties to the Bargaining Council for the Furniture Manufacturing Industry of the Western Cape (hereinafter referred to as the "Council").

**1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed in the Furniture 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, and
  - (b) in the Magisterial Districts of Barkly West, Beaufort West, Bellville, Bredasdorp, Britstown, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, De Aar, Fraserburg, Goodwood, Gordonia, Hay, Heidelberg (C.P.), Herbert, Hermanus, Hopefield, Hopetown, Kenhardt, Kimberley, Kuils River, Kuruman, Ladismith, Laingsburg, Malmesbury, Mitchells Plain, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg and that portion of the Magisterial District of Postmasburg which, prior to the publication of Government Notice No. 1254 of 27 June 1975, fell within the Magisterial District of Kuruman, but excluding that portion of the Magisterial District of Kuruman which, prior to the publication of *Government Notice* No. 1314 of 28 August 1964, fell within the Magisterial Districts of Postmasburg, Phillipstown and Prieska.

- (2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall—
- (a) apply to all employees in the Furniture Manufacturing Industry and to the employers of such employees;
  - (b) apply to learners, in so far as these provisions are not inconsistent with the provisions of the Skills Development Act, No. 97 of 1998, or any contracts entered into or any conditions fixed thereunder.

(3) Notwithstanding the provisions of subclauses (1) and (2), membership of the Fund referred to in clause 4 shall not be compulsory in respect of any employee who at the date of coming into operation of this Agreement is a participant in and a member of any other fund providing pension or provident benefits which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of that employee, during such period only as such other fund continues to operate and both employer and employee participate therein, if in the opinion of the Council the benefits of such other fund are on the whole not less favourable than the benefits provided by the Council's Fund.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48(l) of the Act and shall continue in force until 30 June 2011 or for such period as may be determined by him.

## 3. DEFINITIONS

Any expression used in this Agreement which is defined in the Labour Relations Act, No. 66 of 1995, or in any agreement of the Council published in terms of the Act which prescribes wages for employees in the Industry, shall have the same meaning as in such Act or in such agreement; any reference to an Act shall include any amendments to such Act; and unless the contrary intention appears, words importing the masculine gender shall include the feminine gender; words importing the singular shall include the plural and vice versa; and further, unless inconsistent with the context, the following expressions shall have the following meanings:

“**Act**” means the Labour Relations Act, No. 66 of 1995;

“**Administrator**” means the person, if any, appointed by the Council in terms of clause 5 (1) (d) to perform all or any of the functions of the Committee;

“**allocation account**” means the account maintained by the Fund in respect of each member in terms of clause 5 (6) and “allocation accounts” shall have a corresponding meaning.

“**Committee**” means the committee appointed by the Council in accordance with the provisions of clause 5 (1) (a) for the purposes of the control of the assets of and the management and administration of the Fund;

“**Council**” means the Bargaining Council for the Furniture Manufacturing Industry of the Western Cape, registered in terms of section 32 of the Act;

“**contributions**” means, in relation to any member, the amounts paid or payable by him and/or by his employer to the Fund, exclusive of interest;

“**dependant**” means, in relation to any member—

- (a) the spouse or dependent child of such member; or
- (b) any other person who is wholly or mainly dependent upon such member for the necessities of life and who satisfies the Committee that he is so dependent: Provided that the Committee's decision as to who the dependants of a deceased member are shall be final;

“**dependent child**” means, in relation to any member, his child or legally adopted child or stepchild: Provided that such child, adopted child or stepchild is unmarried, is under the age of 18 years (subject to the further provisions of this paragraph) and, if the member is deceased, is dependent upon the member at the time of the member's death and this term includes a child whom the Committee considers would have been dependent on the member had the member not died: Provided further that where the Committee so directs, the aforementioned age limit may be extended—

- (a) up to the age of 23 years where such child, adopted child or stepchild is a full-time student; or
- (b) indefinitely where such child is wholly dependent upon the member on medical grounds;

“**deposit account**” means the account opened with a bank, as the Committee may from time to time determine, in the name of the Fund and maintained in terms of clause 5 (5);

“**early retirement date**” means, in respect of any member, the first day of the month after the date on which the member attains the age of 55 in the case of males and females, but before the normal retirement date of such member;

“**earnings**” means, in relation to any member, the wage that he is receiving, but does not include payment in respect of overtime;

“**eligible**” employee” means—

- (a) a person employed in the Furniture Industry; and
- (b) any other person by approval of the Management Committee;

“**employer's credit**” means, in respect of any member, the aggregate of—

- (a) the employer's contributions in respect of the member in terms of clause 8; and

- (b) investment growth on the amounts referred to in paragraph (a) at the rate determined by the Committee, credited by way of bonuses and interim bonuses declared from time to time in terms of clause 9, credited to the member's allocation account;

**"financial year"** means the period of 12 calendar months ending on 31 October in each and every year;

**"Fund"** means the Provident Fund of the Furniture Industry of the Western Cape;

**"Furniture Industry"** or **"Industry"** means, without in any way limiting the ordinary meaning of the expression, the industry concerned with the manufacture, either in whole or in part, of all types of furniture, irrespective of the materials used, and includes, inter alia, the following operations:

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or re-polishing; making loose covers and/or cushions and/or curtains; and/or making and/or repairing box-spring mattresses and/or frames for upholstering; woodmachining, veneering, woodturning and carving, in connection with the manufacture and/or repair of furniture; polishing and/or re-polishing pianos; or manufacturing and/or staining, spraying and polishing and/or re-polishing tearoom, office, church, school, bar or theatre furniture and cabinets of musical instruments and radio or wireless cabinets; and includes the manufacture or processes in the manufacture of bedding, the definition and interpretation of which include all manner or types of mattresses, spring mattresses, overlays, pillows, bolsters and cushions; and also includes the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on; and further includes the repairing, re-upholstering or re-polishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale either in whole or in part is carried on, and the veneering of laminated block-board or plywood doors used for furniture, and all parts or materials used in the construction of furniture; but excludes the manufacture of articles made principally of wicker, grass and/or cane and the manufacture of metal furniture, including the manufacture of metal bedsteads;

**"late retirement date"** means, in relation to any member, the first day of the month after the normal retirement date on which a member choose to retire;

**"Main Agreement"** means any agreement of the Council, published in terms of the Act, which prescribes terms and conditions of employment for employees in the Industry, as amended or replaced from time to time;

**"maximum age"** means, in respect of any member, the age of 60 years in the case of both a male member and a female member;

**"member"** means an eligible employee who becomes a member of the Fund in terms of clause 7 and who remains a member under the provisions of this Agreement;

**"member's accumulated credit"** means, in respect of any member, the aggregate of the member's credit and the employer's credit;

**"member's credit"** means, in respect of any member, the aggregate of—

- (a) the member's contribution in terms of clause 8; and
- (b) investment growth on the amounts referred to in paragraph (a) at the rate determined by the Committee, credited by way of bonuses and interim bonuses declared from time to time in terms of clause 9,

credited to the member's allocation account;

**"normal wage"** means the amount of money payable to an employee in respect of his normal weekly ordinary hours of work and excludes payment in respect of overtime, any bonus or any other fringe benefit;

**"normal retirement date"** means the first day of the month next following or coinciding with the attainment by any member of the maximum age;

**"reserve account"** means the account maintained in respect of the Fund—

- (a) to which are credited the amounts referred to in clause 9 (1) (i) to (vi), and
- (b) to which are debited—
  - (i) bonuses and interim bonuses declared by the Committee from time to time in terms of clause 9 and credited to the allocation accounts, and
  - (ii) the amounts referred to in clause 9 (1) (a) to (d);

**"spouse"**, means—

- (a) the lawful spouse of a married member; or, failing a lawful spouse;
- (b) where a custom so permits and the member has more than one wife, the spouse nominated by the member with the approval of the Committee; or
- (c) the common-law husband or wife of the member;

and, in the event of the death of that member, the survivor if any.

#### 4. PROVIDENT FUND

- (1) The Fund known as the Provident Fund of the Furniture Industry of the Western Cape established by Government Notice No. 1047 of 12 July 1963 and continued by Government Notice No. R. 2016 of 25 November 1994, is hereby continued.
- (2) The purpose of the Fund shall be to provide benefits to members as provided for in this Agreement.
- (3) The Fund shall consist of—
- (a) moneys standing to the credit of the Fund at the date of coming into operation of this Agreement;
  - (b) contributions of both members and their employers paid into the Fund;
  - (c) the return derived from the investment of any moneys of the Fund;
  - (d) any other moneys to which the Fund may become entitled by virtue of this Agreement or for any other reason, or which may be donated to the Fund.
- (4) The Fund shall be capable of suing or being sued in its own name or purchasing or otherwise acquiring movable or immovable property: Provided that immovable property shall not be acquired without the approval of the Registrar in terms of clause 5 (7).

#### 5. ADMINISTRATION

(1) (a) The control of the assets of and the management and administration of the Fund shall, subject to the provisions of this Agreement, be vested in a committee consisting of the chairman and vice-chairman of the Council together with five employer representatives and five employee representatives who shall be members of the Council and shall be appointed by the Council. The Committee shall be responsible to the Council for the performance of its duties in terms of this Agreement.

(b) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter rules governing the control of the assets, of and administration and management of the Fund: Provided that such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or the provisions of any Act and that such rules and amendments shall have the prior approval of the Registrar of Labour. A copy of the proposed rules or any proposed amendment thereof shall be transmitted to the Director-General of Labour and shall be effective only as from the date of approval by the Registrar of Labour.

(c) In the event of the Committee being unable to perform its duties for any reason, the Council shall perform those duties and shall exercise its powers, and in the event of there being no Bargaining Council for the Industry in the Western Cape, trustees may be appointed as provided for in clause 17 (2).

(d) The Council may appoint an administrator to perform all or any of the functions of the Committee in terms of this Agreement by way of a written agreement concluded between the Council and the Administrator, which agreement shall provide—

- (i) that the Administrator shall hold office at the pleasure of the Committee; and
- (ii) for the scope of the duties and responsibilities of the Administrator.

The Administrator shall be responsible to the Committee for the performance of his/its duties under this Agreement, save to the extent agreed otherwise by the Council.

(2) All expenses incurred for the purpose of the administration of the Fund shall be a charge against the Fund.

(3) (a) No members of the Council, members of the Committee, officers of the Fund or the Administrator (if any) shall be held responsible for any act which may result in loss to the Fund where such loss does not arise from the gross negligence of fraud of, respectively, the members of the Council, the members of the Committee, the officers of the Fund or the Administrator, as the case may be.

(b) The Committee shall arrange insurance against loss to the Fund resulting from fraud and/or dishonesty in respect of the receipt and control of moneys of the Fund for such amounts as the Committee may from time to time decide.

(c) The Council and/or the Committee and/or the Administrator (if any) shall not be held responsible for any contributions deducted and any contributions due and payable by the employer not paid into the Fund upon the sequestration or liquidation of the employer's estate or at all.

(4) The Committee shall cause full and true accounts of the Fund to be kept and shall cause to be prepared an annual account as at 31 October of each year of all the revenue and expenditure of the Fund and a statement showing its assets and liabilities. Every such account shall be certified by the auditor of the Fund, who shall be a public accountant, and shall, within three months after the close of the period covered by it, be transmitted to the Director-General of Labour, together with any report made thereon by the said Auditor. A copy of the annual accounts and balance sheet shall be forwarded to the Council and a further copy thereof shall be available for inspection by members.

(5) The Committee shall pay all moneys received on account of the Fund into the deposit account and all operations on the deposit account shall be by means of cheques or other written instruments signed on behalf of the Committee by such persons as may, from time to time, be authorised thereto by the Committee.

The deposit account shall be—

- (a) credited with all amounts paid to the Fund in respect of contributions and the net income from any immovable property owned by the Fund; and



- (b) debited with all amounts transferred to the allocation accounts in respect of contributions; and
  - (c) debited with all amounts transferred to the reserve account in respect of net income from any immovable property owned by the Fund.
- (6) The Committee shall keep and maintain an allocation account in respect of every member and each such account shall—
- (a) be credited with—
    - (i) all contributions paid by the member of his employer to the Fund in terms of clause 8 and transferred from the deposit account in terms of subclause (5) (b); and
    - (ii) bonuses and interim bonuses declared from time to time and transferred from the reserve account in terms of clause 9;
  - (b) be debited with—
    - (i) the amounts required to provide benefits to the member concerned in terms of this Agreement (save for those benefits in terms of clause 10 (6) and (7));
    - (ii) the amounts referred to in clause 10 (4) (c), which shall be credited to the reserve account.
- (7) Any moneys standing to the credit of the allocation accounts and any moneys standing to the credit of the reserve account which are not required to meet current payments and expenses shall be invested—
- (a) in the name of the Fund through any financial institution or with a policy of insurance through a registered insurer approved by the Registrar in terms of section 21 (3) of the Act, in such manner as the financial institution or registered insurer deems fit, including investment with itself or another financial institution:  
 Provided that the limitations prescribed in the Pension Funds Act, 1956 (which limitations are made *mutatis mutandis* applicable to investments of the Fund) are not exceeded, or
  - (b) in any other manner approved by the Registrar.
- (8) The Committee may obtain an overdraft facility from a bank, or borrow money from any person, on such terms as it deems fit, for such sum as it approves for the purpose of completing any investment or meeting any temporary unforeseen cash shortage, and for this purpose it may give such security as it deems fit.

## 6. AGENTS

- (1) The Council shall appoint one or more persons as agents to assist in ensuring that effect is given to the terms of this Agreement. An agent shall have the right to—
- (a) enter, inspect and examine any premises or place in which the Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;
  - (b) examine orally, whether alone or in presence of any other person, as he deems fit, with respect to matters relating to this Agreement, every employee whom he finds in or about the premises or place and to require such employee to answer the questions put;
  - (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 and copy the same;
  - (d) require the production of any inspect, examine and copy all pay sheets or books wherein an account is kept of actual wages paid to an employee whose wages are referred to in the Main Agreement.
- (2) The agent, when entering, inspecting or examining any such place, may take an interpreter with him.
- (3) Every person whom the provisions of this Agreement are binding shall grant the agent all facilities at his disposal to enable the agent to carry out his duties.

## 7. MEMBERSHIP

- (1) Every eligible employee shall be a member of the Fund.
- (2) A member shall cease to be a member if—
- (a) he dies or becomes permanently incapacitated;
  - (b) he has attained the maximum age, but in such event his membership may, in the discretion of the Committee, be extended on application by him if he continues to be employed in the Industry, subject to the consent of his employer;
  - (c) he has not been in employment in the Industry for six consecutive calendar months: Provided that in any particular case arising from illness, permanent incapacity or residence outside the Republic of South Africa, the Committee may, in its sole discretion, reduce or extend the said period of six months;
  - (d) he resigns from membership after ceasing to have been employed in the Industry and ceasing to be an eligible employee.

### 8. CONTRIBUTIONS

(1) Every member shall, while he is an employee in the Industry, contribute to the Fund in respect of each week of his employment an amount equivalent to 6 per cent of his normal wage per week: Provided that no contribution shall be made in respect of any week if the earnings of the member for such week do not exceed two-fifths of his normal wage per week. The contributions made in terms of this subclause shall be deducted from the member's wage by his employer.

(2) Every employer shall contribute to the Fund in respect of each week a sum equal to the contributions made by his employees.

(3) The contributions payable in terms of subclauses (1) and (2) shall be paid by the employers to the Council for the account of the Fund not later than the 15th day of the month following the month for which the contributions were made.

(4) An employer who is in arrears with payments due in terms of subclause (3) and who fails, after having been warned 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 due in terms of this clause week by week so to reach the Council 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 subclause 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 subclause (3).

(5) Should any amount due in terms of this clause not be received by the Council by the date stipulated in subclause (3), the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid, as the case may be, at the rate prescribed by the Prescribed Rates of Interest Act, 1975, calculated from the due date for payment in terms of subclause (3) 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 any part thereof in any individual instance. In the event of the Council's incurring any costs or becoming liable to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to pay forthwith all such costs of whatever nature on the scale 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 amount due.

(6) If any contribution is made in error to the Fund, the Fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

(7) Whenever any benefit has been mistakenly paid to a member as a result of such member's having made to the Fund payments which were not due, the Committee may set off the amount of the benefit so paid—

- (a) against any sum claimed from the Fund as a repayment of such contributions which were not due; and
- (b) against any future benefits that may become due by the Fund to the said member.

### 9. BONUSES

(1) As at each financial year end, the surplus (if any) of the Fund shall be the surplus in the reserve account, which surplus shall be calculated by deducting the total of—

- (a) the expenses for the administration of the Fund up to and including the date of the financial year end;
- (b) any benefits (whether by way of bonus or interim bonus) credited to the allocation accounts of members who received benefits during that year;
- (c) any benefits paid to dependants of deceased members in terms of clause 10 (6) or (7);
- (d) such moneys that have been paid to members as increased benefits under clause 10 (9) and such moneys that have been repaid to past members which were previously forfeited in terms of clause 10(10)(b), from the sum of the following accruals during the previous year, namely—
  - (i) return on investments;
  - (ii) amounts transferred to the reserve account in terms of clause 10 (4) (c);
  - (iii) any other moneys to which the Fund may become entitled in terms of clause 4 (3) (d);
  - (iv) any amounts forfeited to which the Fund may become entitled in terms of clause 8 (6);
  - (v) any unclaimed benefits to which the Fund may become entitled in terms of clause 10 (10); and
  - (vi) any balance carried forward from the previous financial year.

(2) In the event of a surplus being obtained in the manner prescribed in subclause (1), the Committee shall declare a bonus to be credited to the allocation accounts, which bonus shall be proportionate to the amounts of the member's credits as at the financial year end concerned and, in respect of each member, shall be divided proportionately between the member's credit and the employer's credit in respect of each member. The aggregate amount of the bonus shall be determined by the Committee in its discretion after taking into consideration the interests of the members and provisions for expenses of the Fund for the following year. The Committee may also in its discretion determine an interim bonus pending the next bonus declaration.

(3) The Committee shall be entitled to appoint an actuary to calculate the bonus in accordance with the provisions of this Agreement and the costs of such actuary shall be borne by the Fund.

**10. BENEFITS**

(1) A member shall, subject to the further provisions of this clause, be entitled to payment of the benefits accrued to him in terms of this Agreement—

- (a) on retirement on the normal retirement date; or;
- (b) on retirement on the early retirement date; or;
- (c) on retirement on the late retirement date; or
- (d) on retirement on the grounds of permanent incapacitation as a result of ill health; or
- (e) if he leaves the industry.

(2) (a) A member who retires on—

- (i) the normal retirement date; or
- (ii) the early retirement date, subject to his having given the Committee three months' prior written notice of his retirement and having received the consent of his employer and the Committee; or
- (iii) the late retirement date, subject to the consent of his employer and the Committee,

shall be entitled to payment of a lump sum retirement benefit, the amount of which shall be equal to the members's accumulated credit.

(b) In lieu of the lump sum retirement benefit provided for in terms of paragraph (a), a member may use such lump sum retirement benefit to purchase a pension from a registered insurer or insurers.

(3) (a) A member who retires on the grounds that he is permanently incapacitated as a result of ill health, shall be entitled to payment of a lump sum retirement benefit, the amount of which shall be equal to the member's accumulated credit: Provided that in order to obtain the benefit in terms of this subclause, the member shall first have furnished the Committee with satisfactory medical evidence of such incapacitation.

(b) The Committee shall be entitled to require the member to be medically examined by a medical officer nominated by it to determine whether the member has been permanently incapacitated, the cost of which examination shall be borne by the Fund.

(c) In lieu of the lump sum retirement benefit provided for in terms of paragraph (a), a member may use such lump sum retirement benefit to purchase a pension from a registered insurer or insurers.

(4) (a) In the event that the member ceases to be employed in the Industry prior to the early retirement date, neither he or his employer shall be required to make any further contributions in the terms of clause 8 and a lump sum benefit shall become payable to him not more than six months after the date on which he leaves the Industry.

(b) the benefit payable to the member in terms of paragraph (a) shall be equal to—

- (i) the member's credit; plus
- (iii) an additional amount representing a percentage of the employer's credit determined in accordance with the following scale:

<i>Completed years in the Industry</i>	<i>Percentage of employer's credit in respect of member</i>
Less than three years.....	0%
Three years or more.....	100%

(c) If a member is entitled to less than 100 per cent of the employer's credit in terms of paragraph (b) (ii), the balance shall be credited to the reserve account.

(5) (a) In the event that a member dies whilst employed in the Industry, a lump sum benefit equal to the member's accumulated credit shall become payable in terms of the provisions of this subclause.

(b) The benefit referred to in paragraph (a) shall be payable as follows:

- (i) To the member's dependants in such proportions as the member may have notified the Committee or, alternatively, in such proportions as the Committee deems equitable; or
- (ii) to the member's dependants and such persons as may have been nominated by the member in such proportions as the member may have nominated to the Committee or, alternatively, in such proportions as the Committee deems equitable; or
- (iii) if the member has no dependants, to any person nominated in writing by the member to the Committee.

(6) If the Management Committee does not become aware of or cannot trace any dependant of a member within 12 months of the death of the member and if the member has not designated a nominee, or if the member's designation of a nominee, for whatever reason, is no longer in force, or if the member has designated in writing to the Management Committee a nominee to receive a portion of the benefit after payment to the designated nominee, the benefit or the remaining portion of the benefit shall be paid into the member's estate, or if no inventory in respect of the member has been received by the Master of the Supreme Court, into the Guardian's Fund.

- (6) On the death of a member, whether or not any other benefits may be payable in terms of this Agreement—
- (a) his dependants shall together be paid a mortality benefit of R6 000;
  - (b) if he has no dependants but is survived by either or both of his parents, a mortality benefit of R6 000 shall be paid to both of his parents or the surviving parent,
  - (c) if he has no dependants and neither of his parents survives him, a mortality benefit of R6 000 shall be paid to one individual beneficiary which the member has nominated as such in writing to the Committee, the member being entitled to revoke and replace any such nomination at any time prior to his death by written notice to that effect given to the Committee: Provided that the total amount payable in terms of subclause (6) (b) shall not exceed R6 000.
- (7) (a) In the event of a member's spouse or dependent child over the age of 14 years predeceasing the member, the member shall be paid a mortality benefit of R6 000 in each case.
- (b) In the event of a member's dependent child between the ages of six and 14 predeceasing the member, the member shall be paid a mortality benefit of R3 000 in each case.
- (c) In the event of a member's dependent child under the age of six predeceasing the member or in the event of a stillborn baby being born to a member, the member shall be paid a mortality benefit of R1 500.
- (8) Notwithstanding anything to the contrary contained in subclauses (6) and (7), no payment in terms thereof shall be made unless application therefor is made within a period of 12 months from the date of the death of the member or dependant concerned.
- (9) Notwithstanding anything to the contrary contained in this Agreement, the Committee may in its sole discretion grant larger or additional benefits to members who, because of illness or permanent incapacity, are unable to continue their membership of the Fund. The Committee may also grant additional benefits to members who, in the opinion of the Council, have served the Industry faithfully.
- (10) (a) In the event that a person who has become entitled to benefits in terms of this Agreement fails to apply for such benefit within 12 months of the date on which he became entitled to such benefits, the Committee shall insert an advertisement in three successive issues of an English language and an Afrikaans language daily newspaper circulating in the Republic, one of which shall be a newspaper circulating in the area in which the member in respect of whom the benefit is due was normally resident at the time when such benefit became due, stating the name and last known place of work of the member and the fact that certain benefits are due, and calling upon such member or his dependants to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement and to furnish full details of the grounds upon which such claims are made. The Committee shall, after the last date upon which claims may be submitted, consider such claims and shall pay to a member or, if no claim is received from a member, to his dependants who have submitted claims in the manner prescribed herein, such moneys as may be due to the member, less the cost of advertising, as it deems fit.
- (b) Should no claim have been received from a member or his dependants within such period of three months, the benefits shall be forfeited to the Fund: Provided that the Committee shall consider any claim received after the expiry of the said period and may in its discretion make an *ex gratia* grant not exceeding the amount of such benefits to such person or, in the event of his death, to his dependants or estate.

#### 11. HOUSING BENEFITS

- (1) The Committee may in its discretion grant from the Fund housing loans to members to enable or assist such members—
- (a) to purchase their own homes and—
    - (i) to pay the purchase price and transfer costs for unimproved immovable property purchased or to be purchased by the member for the immediate purpose of erecting thereon a house which will serve as the member's home, including the payment of any deposit in terms of the agreement to purchase;
    - (ii) to pay the purchase price and transfer costs for immovable property purchased or to be purchased by the member upon which is erected a house which will serve as the member's home, including the payment of any deposit in terms of the agreement to purchase;
    - (iii) to pay the costs of improving unimproved immovable property owned by the member by erecting thereon a house which will serve as the member's home, including the costs of purchasing building materials therefor;
    - (iv) to pay the costs of the setting up of an informal structure on immovable property owned, hired or otherwise lawfully occupied by the member, including the cost of purchasing building materials therefor;
    - (v) to pay the costs of the siting and servicing of a plot owned by the member; or
  - (b) to effect the following improvements to improved immovable property owned by the member upon which is erected a house serving as the member's home, namely the payment of the costs of—
    - (i) extensions to the house, including the erection of a garage;
    - (ii) the erection, plastering and painting of dry or wet walls (so long as such walls are to serve a permanent purpose);
    - (iii) the installation of water and electricity services, including hot water apparatus;

(iv) such other home improvements and home repairs as the Committee may approve from time to time, subject to the further provisions of this clause.

(2) No such loan or loans shall—

- (a) exceed the total amount of the member's benefit to which he would have been entitled in terms of clause 10(4)(b) upon the cessation of his employment at the time of the making of the loan, less provision for taxation payable if payment of such a benefit had been made to the member; or
- (b) be granted unless and until such member pledges in writing to the Fund his claim to his credit or such part thereof as the Committee in its discretion may decide; or
- (c) be granted for more than one home;

and any such loan shall be subject to such terms and conditions as to repayment and otherwise as may be laid down by the Committee from time to time and at any time.

(3) For the purpose of this clause, "loan value" shall mean the total amount of the member's benefit to which he would have been entitled in terms of clause 10(4)(b) upon the cessation of his employment at the time of the making of the loan, less the amount of any outstanding previous loan or loans that may have been made to such member from the Fund plus repayments of such previous loan or loans. Notwithstanding any provisions to the contrary contained in this clause—

- (a) only members who have a loan value of at least R2 000 shall qualify for a loan;
- (b) no loan to a member shall exceed 80% on the member's loan value; and
- (c) the Committee shall not approve a loan to a member which, based on projections approved by an actuary, will result in the member's receiving a benefit on retirement which is less than 50% of the member's retirement benefit on his normal retirement date had the loan not been made.

**2% ADDITIONAL CONTRIBUTION TABLE**

Loan value															
R70 001 and more.....	51%	52%	54%	55%	56%	57%	58%	58%	59%	59%	60%	60%	60%	61%	61%
R60 001 to R70 000 .....	51%	53%	54%	56%	57%	58%	59%	59%	60%	61%	61%	62%	62%	62%	63%
R50 001 to R60 000 .....	51%	53%	55%	57%	58%	59%	60%	61%	62%	62%	63%	63%	64%	64%	65%
R40 001 to R50 000 .....	51%	54%	56%	58%	60%	61%	62%	63%	64%	65%	66%	66%	67%	67%	68%
R30 001 to R40 000 .....	52%	55%	58%	60%	62%	64%	65%	67%	68%	69%	70%	70%	71%	71%	72%
R20 001 to R30 000 .....	52%	56%	60%	63%	66%	68%	70%	72%	74%	75%	76%	77%	78%	79%	79%
R10 001 to R20 000 .....	53%	60%	65%	70%	74%	77%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Below R10 000 .....	57%	69%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Years to retirement .....	2 to 1	4 to 3	6 to 5	8 to 7	10 to 9	12 to 11	14 to 13	16 to 15	18 to 17	20 to 19	22 to 21	24 to 23	26 to 25	28 to 27	30 to 29

**5% ADDITIONAL CONTRIBUTION TABLE**

Loan value										
R70 001 and more.....	51%	54%	56%	58%	60%	61%	62%	63%	64%	65%
R60 001 to R70 000 .....	52%	54%	57%	59%	61%	63%	64%	65%	66%	67%
R50 001 to R60 000 .....	52%	55%	58%	61%	63%	65%	66%	68%	69%	70%
R40 001 to R50 000 .....	52%	56%	60%	63%	65%	68%	69%	71%	73%	74%
R30 001 to R40 000 .....	53%	58%	62%	66%	69%	72%	74%	76%	78%	80%
R20 001 to R30 000 .....	54%	60%	66%	71%	75%	79%	80%	80%	80%	80%
R10 001 to R20 000 .....	56%	66%	74%	80%	80%	80%	80%	80%	80%	80%
Below R10 000 .....	61%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Years to retirement .....	2 to 1	4 to 3	6 to 5	8 to 7	10 to 9	12 to 11	14 to 13	16 to 15	18 to 17	20 to 19

**10% ADDITIONAL CONTRIBUTION TABLE**

Loan value							
R70 001 and more .....	52%	56%	60%	63%	66%	68%	70%
R60 001 to R70 000 .....	53%	57%	61%	65%	68%	70%	73%
R50 001 to R60 000 .....	53%	58%	63%	67%	71%	74%	76%
R40 001 to R50 000 .....	54%	60%	66%	71%	75%	78%	80%
R30 001 to R40 000 .....	55%	63%	70%	76%	80%	80%	80%
R20 001 to R30 000 .....	56%	67%	76%	80%	80%	80%	80%
R10 001 to R20 000 .....	59%	75%	80%	80%	80%	80%	80%
Below R10 000 .....	68%	80%	80%	80%	80%	80%	80%
Years to retirement .....	2 to 1	4 to 3	6 to 5	8 to 7	10 to 9	12 to 11	14 to 13

**15% ADDITIONAL CONTRIBUTION TABLE**

Loan value						
R70 001 and more .....	53%	59%	64%	68%	71%	75%
R60 001 to R70 000 .....	54%	60%	66%	70%	75%	78%
R50 001 to R60 000 .....	54%	62%	68%	74%	79%	80%
R40 001 to R50 000 .....	55%	64%	72%	79%	80%	80%
R30 001 to R40 000 .....	56%	68%	77%	80%	80%	80%
R20 001 to R30 000 .....	58%	73%	80%	80%	80%	80%
R10 001 to R20 000 .....	63%	80%	80%	80%	80%	80%
Below R10 000 .....	75%	80%	80%	80%	80%	80%
Years to retirement .....	2 to 1	4 to 3	6 to 5	8 to 7	10 to 9	12 to 11

(4) The minimum amount of any loan to a member shall be R500.

(5) The member shall submit a certified copy of the agreement to purchase and/or proof of expenses and/or quotations as the case may be, to the Committee with his application for a loan. All advances of loans shall be made by means of cheques drawn by the Committee in favour of the seller and/or the supplier, as the case may be, on the following conditions, where applicable.

- (a) The furnishing of proof of purchase of materials and delivery thereof;
- (b) the furnishing of proof that the contracted work has been completed;
- (c) the furnishing of a copy of relevant contracts furnished to the Committee;
- (d) the furnishing of proof that the plan for the house or improvements has been drawn up and approved; and
- (e) the furnishing of proof that inspectors appointed by the Committee (to whom the provisions of clause 6 shall *mutatis mutandis* apply) have inspected the property at such times as the Committee deems necessary to ensure that the conditions of the loan have been met.

(6) Neither the Council nor the Committee shall be under any obligation to assist any member in the building or improvement of his home or to enter into any contract other than the loan contemplated in this clause or to furnish any other type of assistance to the member in purchasing immovable property.

(7) Loans granted from the Fund under the Provident Fund Agreement, published by Government Notice No. R. 2013 of 11 July 1969, as amended from time to time, shall not be affected by this Agreement and the provisions of the former Agreement shall continue to apply to such loans until they are repaid, notwithstanding the fact that the former Agreement has lapsed: Provided that no re-advances under such loans shall be made in terms of the provisions of the former Agreement.

**12. ALIENATION OF BENEFITS**

(1) Unless expressly provided for in terms of this Agreement—

- (a) the rights, benefits or interest in the Fund (hereinafter in this clause referred to as "rights") conferred on any person in terms of this Agreement shall not be capable of being exercised or claimed in any way by any person other than such person and shall be personal to him and shall, subject to the provisions of clause 11 (2) (b), not be capable of being ceded, assigned, transferred, pledged or hypothecated or in any way alienated by him (other than to the Council) or of being attached by any creditor or of vesting in any other person whomsoever in any capacity;

- (b) such rights shall be determined absolutely and be forfeited wholly for the benefit of the Fund on the occurrence of any of the following events:
- (i) If the person concerned is finally sequestered or surrenders his estate or assigns his estate in any way for the benefit of his creditors or purports to cede, assign, transfer, pledge, hypothecate or in any way alienate all or any of his rights in terms of this Agreement [excluding a cession in terms of clause 11 (2) (b) or any cession to the Council];
  - (ii) if a creditor of the person concerned attaches under any writ of execution or otherwise or causes to be so attached all or any rights of such person in terms of this Agreement.
- (c) in the event of any person forfeiting his rights as aforesaid, the Committee may, if it so choose and in its sole discretion, from time to time pay out of the Fund (or, if it is so paying out of the Fund, cease paying without notice)—
- (i) to such person such amount or amounts as the Committee may consider necessary for the support of such person; and/or
  - (ii) to the dependants of such person such amount or amounts as the Committee may consider necessary for the support of such dependants: Provided that the total payments to any such person (and/or his dependants) under this paragraph shall not exceed the amount which would have been payable in respect of his rights if such rights had not been determined and forfeited as aforesaid;
- (d) no rights in terms of this Agreement shall be or become an asset in the deceased estate of any person, save as is expressly provided in this Agreement.

### 13. ALTERNATE METHODS OF PAYMENT

- (1) If the Committee in its sole discretion decides that it is not desirable to make payment of a benefit in the manner elsewhere provided for in this Agreement to a member who is physically or mentally ill, the Committee may, in its discretion, pay the benefit—
- (a) to the said member in instalments; and/or
  - (b) wholly or partly to his dependants; and/or
  - (c) to trustees either for the benefit of the member or of his dependants, or both; and/or
  - (d) in such manner for the benefit of such member and/or his dependants as the Committee may determine.
- (2) If the member or dependant is a minor, the Committee may pay the benefit to any person it may deem fit on behalf of such minor.
- (3) Any decision of the Committee in terms of subclause (1) or (2) may be varied by it from time to time in its sole and absolute discretion.

### 14. LIENS

- (1) The Fund shall have a general lien on any benefit payable to any member or dependant or other beneficiary in respect of any money due by such member to the Fund.
- (2) The Committee shall have the right and is hereby empowered to deduct from any benefit payable to or in respect of any member or any person who was a member, any amount due or owing by such member or past member to the Fund and to pay such amount over to the Fund, whose receipt therefor shall constitute a good and valid receipt and discharge for the same.

### 15. GENERAL

- (1) No person, whether a member or otherwise, shall have any claim, rights or interest upon, to or in respect of the Fund or any contributions thereto or any interest therein or any claim upon or against the Committee, except under and in accordance with the provisions of this Agreement.
- (2) (a) Every member shall, upon request by the Committee, provide the Committee with the full names, identity numbers and addresses of himself and all of his dependants and shall produce a birth certificate or other evidence of age satisfactory to the Committee and shall also furnish such other information as the Committee may reasonably require, and the member shall also notify the Committee of all and any changes of his address.
- (b) If a member defaults in complying with the provisions of paragraph (a), the Committee shall have the right, in its discretion, to suspend the payment of any benefit due to such member and not to pay such benefit until such provisions are complied with.
- (c) If at any time it is proved to the satisfaction of the Committee that the age of a member has been incorrectly given, then the Committee shall have the power to make such adjustments or alterations to any benefits as it, in its sole discretion, deems fit.
- (3) Any question which may arise with regard to a claim by a member or past member or his dependants or beneficiary shall be referred to the Committee for decision. Provided that every such member, past member, representative or beneficiary shall have a right of appeal to the Council in connection with any matter relating to the payment of benefits.

(4) In deciding any question of fact, the Committee may, save as is otherwise provided in this Agreement, act upon such evidence as it deems adequate, whether amounting to sufficient proof in law or not.

(5) All powers of attorney, agreement and other documents required to be signed on behalf of the Fund shall be deemed to have been properly signed if signed by member of the Committee duly authorised thereto by resolution of the Committee.

(6) In the event of a contingency arising which has not been provided for in this Agreement, the decision of the Committee thereon, if not inconsistent with the provisions of this Agreement, shall be final and conclusive.

(7) The Fund shall have the right to recover by way of subrogation any amounts due from third parties legally liable for damages as a result of the death of or injury to any member.

#### 16. EXEMPTIONS

(1) The Council may in its discretion grant exemptions from any or all of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall in granting any exemption fix the conditions upon which such exemption shall operate. Notwithstanding the foregoing, the Council may, if it so deems fit, after one week's written notice has been given to the person or persons concerned, withdraw any exemption, whether or not the period for which such exemption was granted has expired.

#### 17. LIQUIDATION

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall forthwith thereafter be administered by a committee constituted by the members of the Committee appointed in accordance with clause 5 (1) (a) of this Agreement as at the date of such expiry or such other persons as may be appointed by the Council from time to time hereinafter referred to as the "winding-up committee", until it is liquidated or transferred to any other fund constituted for the benefit of employees in the Industry for the same purpose as that for which the original Fund was created or continued in a subsequent agreement: Provided that if the Fund is not transferred to any such other fund or if no agreement providing for the continuation of the Fund is entered into within two years after the date of expiry of this Agreement or such extended term as the winding-up committee may determine, subject to the prior approval of the Registrar of Labour appointed in terms of the Act, the Fund shall be liquidated. In such event, the Fund shall be liquidated by the winding-up committee or such person as the Council may appoint.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34 (2) of the Act during any period in terms of which this Agreement is binding, the Fund shall continue to be administered by the winding-up committee: Provided that, in the light of the dissolution of the Council, any vacancies in the winding-up committee shall be filled by means of appointments by the Registrar of Labour, who shall do so in consultation with the winding-up committee. In the event of the winding-up committee's being unable or unwilling to discharge its duties, the Registrar of Labour may appoint a trustee or trustees to carry out the duties of the winding-up committee and such trustee or trustees shall possess all the powers of the winding-up committee for such purpose. If there is no Council in existence, the Fund shall, upon the expiration of this Agreement, be liquidated by the winding-up committee or the trustee or trustees, as the case may be.

(3) On the liquidation of the Fund, all investments shall be converted into cash and shall be dealt with as follows:

(a) The moneys in the allocation account and the reserve account shall be pooled and after payment of all expenses incidental to the liquidation of the Fund and the distribution thereof, the balance remaining shall be paid to the members of the Fund pro rata to their respective contributions. Notwithstanding anything to the contrary contained in this Agreement, should any benefits to which members have become entitled in terms of this paragraph not have been claimed within 12 months from the date upon which they became due and payable, such benefits shall be forfeited to the general funds of the Council. In the event of there being no Council in existence, unclaimed moneys shall be dealt with as provided in section 34 (4) (c) of the Act.

(b) If the liquidators of the Fund are the members of the winding-up committee, such members shall be entitled, in their personal capacities, to fees on the same scale as are payable to liquidators of companies.

Signed at Salt River, on behalf of the parties this sixth day of September 2006.

**A. ABDULLAH**

Chairperson

**G. TARR**

Vice-Chairperson

**T. MILES**

Secretary



No. R. 77

2 February 2007

## LABOUR RELATIONS ACT, 1995

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Metal and Engineering Industries 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 12 February 2007, and for the period of 30 June 2007.

**M. M. S. MDLADLANA****Minister of Labour**

No. R. 77

2 Februarie 2007

## WET OP ARBEIDSVERHOUDINGE, 1995

**METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN KOLLEKTIEWE HOOFOOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 12 Februarie 2007, en vir die tydperk wat op 30 Junie 2007 eindig.

**M. M. S. MDLADLANA****Minister van Arbeid****SCHEDULE****METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL****AMENDING MAIN COLLECTIVE AGREEMENT**

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

**Association of Electric Cable Manufacturers of South Africa**  
**Association of Metal Service Centres of South Africa**  
**Border Industrial Employers' Association**  
**Babalegi Metal Industries Association**  
**Bright Bar Association**  
**Cape Engineers' and Founders' Association**  
**Consolidated Association of Employers of South Africa (CAESAR)**  
**Constructional Engineering Association (South Africa)**  
**Covered Conductor Manufacturers' Association**  
**Electrical Engineering and Allied Industries' Association**  
**Electric Manufacturers' Association of South Africa (EMASA)**  
**Electronics and Telecommunications Industries' Association**  
**Federated Employers' Organisation of South Africa (FEOSA)**  
**Gate and Fence Association**  
**Hand Tool Manufacturers' Association (HATMA)**  
**KwaZulu-Natal Engineering Industries' Association**  
**Lift Engineering Association of South Africa**  
**Light Engineering Industries' Association of South Africa**  
**Materials Handling Association**  
**National Employers' Association of S.A. (NEASA)**  
**Non-ferrous Metal Industries' Association of South Africa**

**Plastics Converters' Association of South Africa**  
**Port Elizabeth Engineers' Association**  
**Pressure Vessel Manufacturers' Association of South Africa**  
**Radio, Appliance and Television Association of South Africa (RATA)**  
**Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association**  
**Sheetmetal Industries' Association of South Africa**  
**SA Electro-Plating Industries' Association**  
**SA Engineers' and Founders' Association**  
**SA Fastener Manufacturers' Association (SAFMA)**  
**SA Refrigeration and Air-conditioning Contractors' Association (SARACCA)**  
**SA Posts Tensioning Association (SAPTA)**  
**SA Pump Manufacturers' Association**  
**SA Reinforced Concrete Engineers' Association (SARCEA)**  
**SA Valve and Actuator Manufacturers' Association (SAVAMA)**  
**SA Wire and Wire Rope Manufacturers' Association**

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

**Chemical, Energy, Paper, Printing, Wood and Allied Workers Union (CEPPWAWU)**  
**Metal and Electrical Workers' Union of South Africa**  
**Solidarity/MWU-Solidariteit/MWU**  
**United Association of SA (UASA)**  
**National Union of Metalworkers of South Africa (NUMSA)**  
**SA Equity Workers' Association (SAEWA)**

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the Metal and Engineering Industries Bargaining Council

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## PART 1

### CONDITIONS OF EMPLOYMENT

#### 1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed—
  - (a) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa;
  - (b) in the Provinces of the Transvaal and Natal by the section in the Industry concerned with the installation, repair and servicing of radios, refrigerators and domestic electrical appliances;
  - (c) in the Magisterial Districts of Durban, East London, Johannesburg, Pietersburg, Pinetown, and The Cape by the section of the Industry concerned with radio manufacture;
  - (d) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions.
- (2) Notwithstanding the provisions of clauses 1 (1) (d) and 2, the terms of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade unions, respectively.
- (3) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to the following:
  - (a) The installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;
  - (b) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Boksburg, Johannesburg, Pietermaritzburg and Vereeniging;
  - (c) the manufacture of aluminium sheet and/or foil and interrelated operations;
  - (d) the installation and/or repair and/or maintenance of electrical lifts and escalators;
  - (e) the production of iron and/or steel and/or ferro-alloys;
  - (f) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition of "Electrical Engineering Industry" in clause 3 of Part 1 of the Agreement, published under Government Notice No. R. 404 of 31 March 1998, in the Provinces of the Cape of Good Hope and the Orange Free State;
  - (g) the manufacture of tungsten carbide (hard metal);

- (h) the assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculation and/or office and/or educational procedures;
  - (i) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
  - (j) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and of the Orange Free State;
  - (k) the manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining;
  - (l) the undertaking of Union Steel Corporation of South Africa (Pty) Limited in the Magisterial District of Vereeniging, Transvaal;
  - (m) the Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;
  - (n) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production, by repetitive processes, in the Magisterial districts of Brits, Germiston, Kempton Park and Pretoria;
  - (o) the undertaking of Billiton Aluminium SA (Pty) Ltd, in the Magisterial District of Lower Umfolozi;
  - (p) the manufacture from tin plate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tin plate;
  - (q) the erecting, on site, of products referred to in the preamble to Division D/7 of Part II of the Agreement published under Government Notice No. R. 404 of 31 march 1998 (but excluding the manufacture on site of palisade fencing);
  - (r) the servicing and/or maintenance and/or repairing of lawn-mowing machines, cultivators, sickle-cutters, grass-cutters, edge-rimmers, chainsaws and/or parts and/or components thereof.
- (4) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
- (a) apprentices only to the extent to which the terms are not inconsistent with the provisions of the Manpower Training Act, 1981, and learners in terms of Chapter IV of the Skills Development Act, No. 97 of 1998, or any contract entered into or any conditions fixed thereunder; and
  - (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as the terms are not inconsistent with the provisions of the Act or any conditions fixed thereunder.
- (5) Notwithstanding the limitation of the Agreement to the operations therein scheduled—
- (a) the provisions of the clauses relating to leave pay, additional pay and leave enhancement pay of Part I of the Agreement published under Government Notice No. R. 404 of 31 March 1998 shall apply to all employees employed in operative processes receiving a rate of pay equivalent to or more than that prescribed from time to time in the Agreement for Rate D employees, whether paid weekly or monthly, but excluding payment for overtime;
  - (b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate H as prescribed from time to time in Part II of this Agreement and for the purposes of this paragraph, "employed in a manufacturing or production process" shall apply to those employees whose rates of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement. This provision shall not apply to the work carried out by administrative staff and/or those employees employed in non-production operations.
- (6) The conditions of employment of watchmen shall be regulated by the provisions of this Agreement, except in respect of ordinary working hours, which shall be a maximum of 44 hours per week.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relation Act, 1995, and shall remain in force until 30 June 2007.

## 3. CLAUSE 36: PROCEDURES FOR THE NEGOTIATION OF AGREEMENTS AND SETTLEMENT OF DISPUTES

Substitute the following for subclause (2):

- "2. For the purposes of subclause (1) above, the Council shall follow the procedure set out in the Metal and Engineering Industries Dispute Resolution Agreement, published under Government Notice R. 836 in *Gazette* 29122 dated 18 August 2006".

**4. CLAUSE 45: SPECIAL PROVISIONS LIMITED TO CONSTRUCTION SITES**

Substitute the following for the existing clause:

- “45. Special Provisions Limited to Construction Sites covered by Project Labour Agreements.  
The special provisions and wage rates as set out in Annexure H shall apply.”.

**PART II****5. CLAUSE 3 (A) (c) (i)—WAGE RATES WITH SPECIFIC APPLICATION**

Substitute the following for the annotation under “Structural Engineering wage categories”:

“Note: Where applicable, the wage rates in respect of Annexure H, Special Provisions Limited to Construction Sites covered by Project Labour Agreements shall apply.”.

**6. SCHEDULE G (a) (ix): ELECTROLYTIC FINISHING**

Substitute the following for the existing subsection:

**“(ix) Electroplating and/or electrolytic finishing and/or finishing of ferrous, non-ferrous and/or other substrates**

For the purposes of this Technical Schedule, electroplating and/or electrolytic finishing and/or finishing of ferrous, non-ferrous, and/or other substrates includes electroplating, anodizing, electrolysis metal deposition, wet electrostatic or electrophoretic coatings, hard chroming, vacuum coating, chemical and electrochemical brightening, powder coating, lacquering, metal finishing and operations associated with these processes:

**Rate B**

- Supervisory work.

**Rate D**

- Manufacturing of plating racks and frames.

**Rate DD**

- Maintenance and/or repairing of plating racks and frames by brazing and/or silver soldering.

**Rate F**

1. Decorative plating.
2. Supervising employees employed on classes of work scheduled below Rate F (when so appointed).

**Rate G**

1. Industrial plating (e.g. zinc, tin, cadmium, copper, anodizing, etc).
2. Application of powder and other coatings.
3. Polishing and/or grinding (after 24 months).
4. Lacquer spraying or dipping.
5. Polish wheel making.
6. Cleaning on plating line.
7. Colour anodizing.
8. All electrolytic and/or non-electrolytic processes carried out by a bath/vat attendant.
9. All other coatings that use alternative application methods.
10. Brightening.

**Rate B**

1. Jigging and/or wiring.
2. Pickling and/or stripping.
3. Stripping and/or coating of jigs.
4. Barrel loading.
5. Inspection.
6. Polishing (first 7 to 24 months).
7. Attending drier and/or oven.

**Electroplating sector job creation initiative**

The parties to this Agreement have agreed, in an attempt to create new job opportunities in the electroplating sector and subject to the qualifications set out in the note, that Rate H, less 30%, will apply to the following operations:

1. Any form of general manual labour, including wrapping and/or packing, loading and/or unloading of vehicles, visual inspection, etc.

2. Jigging and/or wiring of articles to be electroplated or similarly finished.
3. Polishing.

**Important notice:**

1. The above special wage structure applies only to new employees engaged on a permanent basis (i.e. excluding any employees engaged on a limited duration contract of employment and/or temporary and/or casual basis).
2. The above special wage structure may not be applied in respect of employees supplied by a Temporary Employment Service (TES/Labour Broker).
3. The special wage rates will apply only in respect of qualifying employees during their first 6 months of employment with an employer, after which period the applicable Collective Main Agreement will apply.
4. The South African Electroplating Industries Association undertakes to report to the Bargaining Council, in January of each year, declaring the number of employees engaged on this basis during the course of the preceding year and the Bargaining Council and the trade union parties reserve the right to withdraw the special wage dispensation, should it be found that the wage structure has not resulted in the creation of new job opportunities in the sector.”.

**7. CLAUSE G (d): STRUCTURAL ENGINEERING**

Substitute the following for the annotation under “structural metal work”:

“Special provisions shall apply in respect of Construction Sites covered by a Project Labour Agreement and details are set out in Annexure A.”.

**8. CLAUSE G (g): METAL SERVICE CENTRES**

Substitute the following for the existing schedule:

**“Section (g): Metal Service Centres**

“Metal Service Centre” means an establishment undertaking activities confined to the supply of metal products to customer requirements, including profile cutting, but does not include establishments exclusively engaged in the sale of or cutting to length of metal products on a non-repetitive basis to customer requirements and further does not include the following:

- (a) Manufacture; and/or
- (b) construction; and/or
- (c) assembly; and/or
- (d) erection of any article consisting mainly of metal when undertaken at such Metal Service Centre.

For the purposes of this section—

metal products mean billets, plates, sheets, strips, bars, rods, angles, flats, sections, extrusions, pipes, tubes, wire and wire rod;

manufacturing means the production of articles or parts or components thereof by means of tools and/or equipment, and/or methods specifically adapted and/or designed for production by repetitive processes (including the rectification of faults in the course of such processes), in separate manufacturing establishments or departments or annexures, separated from General Engineering and activities by effective closures.

**RATE A (N.E.S.)**

**Note:** No person other than a journeyman or an apprentice may be employed on work classified at Rate A in Schedule G without prior permission of the Council.

**RATE C**

1. Supervisory work, including setting up and/or changing attachments on machines.
2. Laser cutting.
3. Setting (n.e.s.) (excluding machine tool setting up and/or tool setting) of dies and/or fixtures and/or stops and/or jigs and/or guides and/or trips on production machines.

**RATE D**

1. Operating multihead oxyacetylene cutting machines, including setting up.
2. Guillotining to cutting lists, including the setting of the guillotine only.
3. Press brake bending and/or forming to customer requirements, including setting up of press brake only.
4. Plasma and profile cutting (argon gas) and slitting of rolled coils by machine, including changing of spacers and blades.
5. Eccentric press operating, including setting of eccentric press only.
6. Radial arm drilling machine operating.

**RATE DD**

1. Operating single-head oxyacetylene cutting machines, including setting up.
2. Band and/or power hacksawing (n.e.s.)

**RATE DDD**

1. Repetition marking of material for cutting purposes to templates and/or length gauges and/or tape only.
2. Pedestal drilling on radial arm machine.
3. Roll straightening and/or flattening of steel/metal strips by machine, including setting.
4. Belt sanding of steel sheets, including changing of belts.

**RATE F**

1. Moving and/or stacking and/or wrapping and/or strapping and/or loading and/or unloading and/or raising and/or lowering materials by machine other than general labouring.
2. Guillotining to stops.

**RATE G**

1. Mass measuring and/or dispatch of materials.
2. Operating power/bandsaw to stops.
3. Eccentric press operating where the machine is pre-set.
4. Polishing and/or scotch briting steel pipes by machine.
5. Assisting the operator to load blades and/or spaces on a slitter machine.

**RATE H**

1. General labouring.
2. Loading and/or unloading of coils.

Except for the provisions of subsections (iv) and (viii) dealing with vehicle driving and watchman's work no other provisions of Schedule G shall apply."

**9. ANNEXURE A: SECURITY OF EMPLOYMENT AND SEVERANCE PAY**

Under Section 3, "Limited duration contracts of employment", subsection (b) (iv), substitute the following:

- "(iv) The Special Provisions Limited to Construction Sites covered by Project Labour Agreements are set out in Annexure H."

**10. ANNEXURE H: SPECIAL PROVISIONS LIMITED TO CONSTRUCTION SITES**

Substitute the following for the existing schedule:

**"ANNEXURE H:****Construction Sites Covered by a Project Labour Agreement****1. General provisions**

- 1.1 The provisions of this Annexure are confined to employers and employees operating on multi-disciplinary construction sites (i.e. sites where metal, electrical contracting, piping, civil and building activities are being undertaken) where a Project Labour Agreement (PLA) or equivalent agreement has been negotiated, or an exemption to apply these provisions to a specific construction site has been granted by a national committee representing the signatories to this Annexure and the Council.
- 1.2 The provisions of this Annexure shall be applied only to a construction site where a Project Labour Agreement or equivalent has not been negotiated or where an exemption to apply these provisions has not been granted by a national committee.
- 1.3 The aim of this section is to ensure commonality of conditions of employment between the various industries working together on a construction site.
- 1.4 For the purposes of this section construction site within the context of the provisions of clause 1.1 above means an area where—
  - (a) a structure including but not limited to a building, a plant, a pipeline, or a tower is being erected or built; and/or
  - (b) refurbishment, overhaul, maintenance, alteration upgrading etc. of an existing structure referred to in (a) above.

- 1.5 Project Labour Agreement (PLA) or equivalent agreement means an agreement entered into between the parties concerned regulating specific conditions applicable to the specific construction site concerned, including the agreed wage structure.
- 1.6 In order to ensure flexibility and commonality on construction sites, the parties may agree in a PLA to—
  - work normal time of up to 45 hours per week;
  - structure the working week;
  - pay Sunday time as normal time until the normal working hours have been made up.
- 1.7 The standard wage rates payable to the scheduled employees reflected on the schedule herein, on a specific construction site will be subject to the provisions of clause 1.1 above.
- 1.8 Any person who is able to demonstrate that he/she has obtained previous knowledge and skills of working on a construction site, and is able to perform work in a higher grade, and subject to such work being available may not be employed in Grade 1 (a), Grade 1 and Grade 2 and on the rates herein unless the employee elects otherwise. The period that an employee may be remunerated on Grade 1 (a) and 2 (a) rates will be the subject of a PLA, but shall not be longer than four months.

Grade	Minimum wage rate	
	R	C
5.....	32,64	
4.....	29,48	
3.....	25,10	
2.....	20,39	
2 (a).....	16,75	
1.....	10,31	
1 (a).....	9,32	

- 1.9 Any PLA in existence at the date of coming into operation of this Agreement shall remain valid until expiry of that Agreement.

**2. Inclement weather**

- 2.1 Whenever the prescribed ordinary hours of work are reduced on account of inclement weather, it will be dealt with as follows:
  - 2.1.1 If work is not possible any time during the first four (4) hours of work due to inclement weather, then four (4) hours will be paid provided that the employee has reported for work.
  - 2.1.2 If work is not possible any time after four (4) hours due to the inclement weather, the actual hours worked for that day will be paid.
  - 2.1.3 If employees are informed the day before not to report for work on that or subsequent days because work will not be possible due to inclement weather, then no payment will be made for such day/s.
  - 2.1.4 In cases where work can continue under cover, the provisions of this clause shall not apply.
- 2.2 Notwithstanding the above, employees shall be paid not less than 66% of their weekly wage, irrespective of the number of hours by which the hours for that week were reduced owing to inclement weather.

**3. Retirement benefit funds**

- 3.1 Employees engaged on limited duration contracts of employment during their first consecutive 12 months' employment with the same employer are not required to contribute to the Industry's benefit funds. In these circumstances the employer is required to provide death and disability cover through the Industry's benefit funds to these employees.
- 3.2 Where these employees have been in the continuous employ of the same employer for more than 12 months, then they must participate in the Industry's benefit funds."

Signed at Johannesburg, for and on behalf of the parties, this 17th day of October 2006.

**D. CARSON,**  
Member

**L. MTHIYANE,**  
Member

**N. FAASEN,**  
Operations Manager