

*Regulation Gazette*

**No. 10611**

*Regulasiekoerant*

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**GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS**

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**DEPARTMENT OF LABOUR****NO. R. 707****10 JUNE 2016****LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE FISHING INDUSTRY: RENEWAL OF PERIOD  
OF OPERATION OF MAIN COLLECTIVE AGREEMENT**

I, **IAN ANTHONY MACUN**, Director: Collective Bargaining, duly authorized by the Minister of Labour, hereby, in terms of section 32(6) (a) (ii), of the Labour Relations Act, 1995, declare the provisions Government Notices No R.587 of 27 July 2012, R.55 of 1 February 2013, R.445 of 28 June 2013, R.935 and R.936 of 6 December 2013, R.479 of 20 June 2014, R.995 of 12 December 2014, R.245 of 27 March 2015 and R.564 and R.565 of 3 July 2015 and R.915 of 20 October 2015, to be effective from the date of publication of this notice and for the period ending 31 August 2016.

  
**DIRECTOR: COLLECTIVE BARGAINING****UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI  
KWABAQASHI NABASEBENZI BEMBONI YOKUDOBA IZINHLANZI:  
UKUVUSELELWA KWESIKHATHI SOKUSEBENZA  
KWESIVUMELWANO ESIYINQIKITHI.**

Mina, **IAN ANTHONY MACUN** umQondisi Wezokuxoxisana Phakathi Kwabaqashi nabaSebenzi, ngegunya likaNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(6)(a)(ii) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngimemezela ukuthi izihlinzeko zeZaziso zikaHulumeni ezinguNombolo R.587 somhlaka 27 kuNtulikazi 2012, R.55 somhlaka 1 kuNhlolanja 2013, R.445 womhlaka 28 kuNhlanguvana 2013, R.935 no R.936 somhlaka 6 kuZibandlela 2013 R.479 somhlaka 20 kuNhlanguvana 2014, R.995 somhlaka 12 kuZibandlela 2014, R.245 somhlaka 27 kuNdasa 2015, R.564 kanye no R.565 zomhlaka 3 kuNtulikazi 2015 kanye no R.915 somhlaka 2 kuMfumfu 2015 ziyasebenza kusukela ngosuku lokushicilelwa kwaleSaziso kuze kube kube isikhathi esiphela mhlaka 31 kuNcwaba 2016.

  
**UMQONDISI WEZOKUXOXISANA PHAKATHI KWABAQASHI  
NABASEBENZI**

## DEPARTMENT OF LABOUR

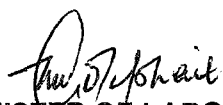
NO. R. 708

10 JUNE 2016

## LABOUR RELATIONS ACT, 1995

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

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

  
**MINISTER OF LABOUR**  
25/05/2016

**UMNYANGO WEZABASEBENZI**

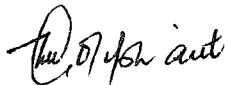
R. ....

USUKU: .....

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI  
BEMBONI YOKWAKHA IFENISHA ENTSHONALANGA YEKAPA: UKWELULWA  
KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI  
SELULELWA KULABO ABANGEYONA INGXEYENI YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(2) sifundwa nesigaba 32(3)(b) no (c) kanye nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa eMkhandlwini Wokuxoxisana Kwabaqashi Nabasebenzi Embonini Yokwakha Ifenisha, Entshonalanga YeKapa futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abaqashi nabasebenzi kuleyoMboni kusukela ngoMsombuluko wesibili emva kosuku lokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 30 kuNhlangulana 2016.

  
**UNGQONGQOSHE WEZABASEBENZI**  
25/05/2016

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

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

**Cape Furniture Manufacturers' Association**

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

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

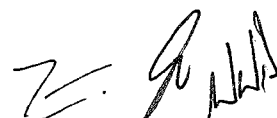
(hereinafter referred to as the "Employees" or the "trade union") of the other part, being the parties to the  
Bargaining Council for the Furniture Manufacturing Industry of the Western Cape.

**DIVISION OF AGREEMENT**

This Agreement is divided into three parts as follows:

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

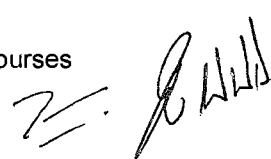
- |          |   |                                   |
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| Clause 1 | - | Scope of application of Agreement |
| Clause 2 | - | Period of operation of Agreement  |
| Clause 3 | - | Definitions                       |



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

**B – Terms and conditions of employment**

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



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

**C – Contributions and deductions**

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

**PART II**

- Clause 43 - Wages increase
- Clause 44 - Fines

**PART III**

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



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

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

**2. PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation:-

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



### 3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, any references to an Act shall include any amendments to such Act and, unless the contrary intention appears, words importing the masculine gender shall also include the feminine and vice versa.

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

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

**"Bonus"** means -

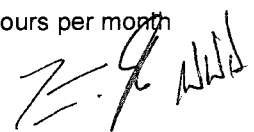
- (a) any payment in addition to the prescribed or agreed wage of an Employee arising from employment under a bonus incentive scheme which is stipulated as such in the wage register;
- (b) any other special or occasional payment by an Employer to an Employee in excess of the prescribed or agreed wage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

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

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

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

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





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

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

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

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

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

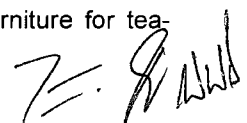
**"Furniture, Bedding, Upholstery and Curtain Manufacturing Industry"** or **"Industry"** means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture, either in whole or in part, of all types of components of furniture, furniture, bedding, curtains, upholstery and/or re-upholstery and will, inter alia, include but not be limited to the following:

(a) Furniture

Manufacturing, assembling, repairing, staining, spraying, polishing, re-polishing, making loose covers and/or cushions, wood machining, veneering, woodturning, carving, assembling, painting, spraying, cutting, edging, drilling, wood bending, laminating and/or papering/foiling, of board.

**"Board"** means any type of wood or wooden or related product or any other substitute material amongst others being: laminated board, fibre board, chip board, block board, veneer board, pressed board.

Furniture manufacturing will also include the manufacturing, repairing, polishing, assembling, cutting, drilling, edging, re-polishing, staining, spraying either in whole or in part of: pianos, organs, kitchen cupboards, attached wall cupboards, built-in cupboards, free standing cupboards, bars or built-in bar counters, cane, wicker or grass furniture, cabinets including cabinets for musical instruments and radios, wireless or television cabinets, coffins, draw and draw fronts, doors and cupboard doors irrespective of size, bathroom cupboards, cupboard tops and furniture for tea-



rooms, restaurants, offices, churches, schools, libraries, hotels, other educational institutions, conference centres and theatres.

(b) Bedding

The manufacturing, assembling, repairing, covering, re-covering of mattress bases, mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches, spring units, box-spring mattresses, sleeper couches and studio couches.

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

(c) Upholstery

The upholstering or re-upholstering of any furniture, or item of furniture, bedding, seating, pelmets, mattress bases, foam mattresses and/or cushions.

(d) Curtain making

The making, altering, repairing and hanging of curtains and/or blinds made mainly of fabric, wood, cane, wicker, reed or grass.

Curtain making includes window treatment, cutting of rails and rods, fitting of pelmets, curtains, blinds and associated products.

"Hourly rate" means the rate determined in accordance with the provisions of clause 24 of this Agreement;

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

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

(b) who are remunerated by the Labour Broker.

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

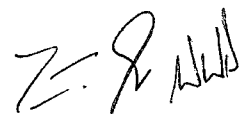
"New Industry Entrant Employee" means an employee who has never previously worked in the furniture manufacturing industry;

"Night work" means work performed after 18H00 and before 06H00 the next day;

"Normal retirement age" means the age of 60 years;

"Normal time" means the standard minimum hours that an Employee is required to work on which the Employee's basic weekly wage rate is paid;

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



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

"**Redundancy**" means that a position becomes permanently superfluous as a result of re-organisation or technological change, and that, consequently, there is no foreseeable possibility of Employees who lose their employment through redundancy being re-employed in their previous positions;

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

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

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

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

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

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

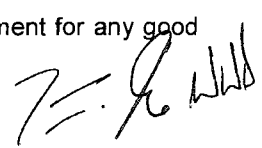
"**Temporary employment services**" means any person who, for reward, procures for or provides to a client other persons—

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

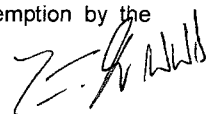
"**Wage**" means that portion of the remuneration payable in money to an Employee in respect of his ordinary hours of work;

#### 4. EXEMPTIONS

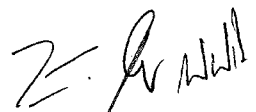
- (1) The Council may grant exemption from any or all the provisions of the Agreement for any good and sufficient reason.



- (2) The Council shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any license of exemption.
- (3) The Council hereby establishes an exemptions body, to consider all applications for exemptions of the Council's Collective Agreements.
- (4) The exemption body shall decide on an application for exemption within 30 days of receipt.
- (5) Applications for Exemptions shall be in writing on the prescribed form and be fully motivated with relevant supporting documents.
- (6) Upon receipt of an application Council shall refer it to the Exemptions Body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- (7) The Secretary of the Council shall issue to every person granted exemption a license signed by the Chairman and Secretary of the Council setting out -
  - (a) the full name of the person concerned;
  - (b) the provisions of the Agreement from which exemption is granted;
  - (c) the conditions fixed in accordance with the provisions of sub-clause (2) subject to which such exemption is granted;
  - (d) the period for which the exemption shall operate; and
  - (e) the reason for the exemption being granted.
- (8) The Secretary of the Council shall -
  - (a) number consecutively all licenses issued;
  - (b) retain a copy of each license issued; and
  - (c) where exemption is granted to an Employee, forward a copy of the license to the Employer concerned.
- (9) In the event of the Exemptions Body refusing to grant an application, the applicant shall have the right to appeal in writing against the decision to the Independent Body. The independent body must hear and decide, as soon as possible and not later than 30 days after the appeal is lodged any appeal brought against the bargaining council's refusal of an application for exemption from the provisions of the collective agreement and the withdrawal of such an exemption by the bargaining council.




- (10) The notice of appeal must set out the grounds on which the applicant's appeal is based.
- (11) No representative, office bearer, or official of the Council, trade union or employers' organisation party to the Council may be a member or participate in the deliberations of the Independent Body.
- (12) In considering the application, the Exemptions Body and Independent Body shall take into consideration all relevant factors, which may include, but shall not be limited to, the following criteria:
- (a) The applicant's past record (if applicable) of compliance with the provisions of this agreement, its amendments and Exemptions Certificate.
  - (b) any special circumstance that exist;
  - (c) any precedent that might be set;
  - (d) the period for which the exemption will operate
  - (e) it is fair to both the employer, its employees and other employees in the sector;
  - (f) it does not undermine this Agreement;
  - (g) it will make a material difference to the viability of a business;
  - (h) it will assist with unexpected economic hardship occurring during the currency of the Agreement and will save unnecessary job losses.
  - (i) the interest of the industry as regards:
    - (i) unfair competition;
    - (ii) collective bargaining;
    - (iii) potential for labour unrest;
    - (iv) increased employment;
  - (j) the interest of employees' as regards:
    - (i) exploitation;
    - (ii) job preservation;
    - (iii) sound conditions of employment;
    - (iv) possible financial benefits;
    - (v) health and safety;
    - (vi) infringement of basic rights
  - (k) the interest of the employer as regards:
    - (i) financial stability;



- (ii) impact on productivity;
  - (iii) future relationship with employees' trade union;
  - (iv) operational requirements
- (13) If the application is granted, the Exemptions Body or Independent Body shall issue an exemption certificate, signed by its Chairman and Secretary, containing the following particulars:
- (a) the full name of the applicant(s);
  - (b) the trade name;
  - (c) the provisions of the Agreement from which exemption is granted;
  - (d) the period for which then exemption shall operate;
  - (e) the date of issue;
  - (f) the condition(s) of the exemption granted
- (14) The Exemptions Body or Independent Body shall;
- (a) retain a copy of the certificate and number each certificate consecutively;
  - (b) forward a copy of the certificate to the Secretary of the Council; and
  - (c) forward to the employer a copy of a certificate issued to an employee.
- (15) An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at his establishment.

## 5. REGISTRATION OF EMPLOYERS

- (1) Every Employer on whom this Agreement is binding and who has not already done so in terms of a previous agreement shall, within one month of the date on which this Agreement becomes binding on him:-
- (a) forward to the Secretary of the Council a duly completed registration form in the form specified in Annexure D to this Agreement, together with the documents specified in such Annexure.
- Note. - This Annexure is obtainable on from the Secretary of the Council, at 7 Maritz Street, Bellville, or P.O. Box 1529, Sanlamhof, 7532, or by emailing [correspondence@furniture.org.za](mailto:correspondence@furniture.org.za) or from the Council's website at [www.furniture.org.za](http://www.furniture.org.za)
- (2) Within seven days of the occurrence of any of the following events, namely-
- (a) any change in the particulars specified in Annexure D to this Agreement; or
- 

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

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

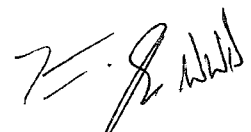
- (1) Every Employer on whom this agreement is binding must:-
  - (a) keep a copy of the collective agreement affixed in a conspicuous place where it is readily accessible to the Employees at all times;

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

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

#### **8. TRADE UNION REPRESENTATIVES ON THE COUNCIL**

- (1) Every Employer shall grant to any of his Employees who are representatives on the Council every reasonable facility to attend to their duties in connection with meetings of the Council.
- (2) If more than one Trade Union representative on the Council is from the same Employer, the Employer shall not be expected to pay for more than one of the Employees lost time while attending to or performing duties as a delegate to the Council.



**9. TRADE UNION OFFICE BEARERS**

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

**10. ADMINISTRATION OF AGREEMENT**

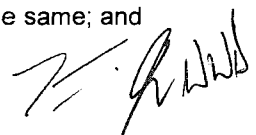
- (1) The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion and rulings not inconsistent with the provisions thereof for the guidance of Employers and Employees.

**11. AGENTS**

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

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

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

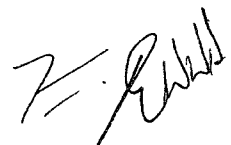




- (d) require the production of and inspect, examine and copy all pay sheets, books or computers wherein an account is kept of hours worked, deductions made and or actual wages paid to an Employee.
- (2) The Designated Agent, when entering, inspecting or examining any such place shall, upon request show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

## 12. MONTHLY STATEMENT

- (1) All payments to be made to the Council in terms of clauses 36, 37, 40, 41, 42 and 43 of this Agreement shall be accompanied by a statement in the form prescribed in Annexure B to this Agreement.
  - (a) Such statement is to be submitted by no later than the seventh (7<sup>th</sup>) day of each month following that in respect of which they are due.
- (2) Any monies received by the Council from an Employer as payment in terms of sub-clause (1) shall, taking into account all amounts then owing to the Council by that Employer, in the sole discretion of the Council, be allocated to and set off: -
  - (a) against such amounts as have, at the date of such payment, been owing to the Council for the longest period of time, regardless of the intention of or any indication given by the said Employer at the time of payment in respect of allocation of such payment; or
  - (b) on a pro rata basis, against any amounts owing to the Council; or
  - (c) first against the Provident Fund contributions and thereafter as per (a) above; or
  - (d) firstly to any costs incurred by the Council by reason of the failure of the Employer to make payment on or before the due date, including but not limited to any collection costs, collection commission and late payment interest.



**13. NORMAL RETIREMENT AGE**

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

**14. WEEKLY RETURN OF EMPLOYEES**

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

**15. DISPUTE RESOLUTION PROCEDURE**

- (1) In the event of a dispute arising about the interpretation or application of the collective agreement the parties to the dispute must:-
  - (a) first refer the dispute to the Council for conciliation, if the dispute remains unresolved, any party to the dispute may request that the dispute be resolved through arbitration.
  - (b) The party who refers the dispute to the Council must satisfy it that a copy of the referral has been served on all the other parties to the dispute;
- (2) If a dispute is referred to the Council, the Council must attempt to resolve the dispute:-
  - (a) through conciliation; and
  - (b) if the dispute remains unresolved after conciliation, the Council must arbitrate the dispute if:-
    - (i) the Labour Relations Act requires arbitration and any party to the dispute has requested that it be resolved through arbitration; or
    - (ii) all the parties to the dispute consent to arbitration under the auspices of the Council.
- (3) The dispute resolution procedure, as per Annexure F deals with the manner in which the Council and its conciliators conduct dispute resolution proceedings.

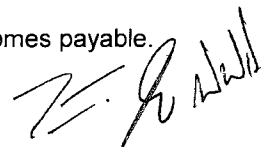


**B Terms and Conditions of Employment****16. HOURS OF WORK****(1) Normal Working Hours**

- (a) Save as is otherwise provided in this Agreement, no Employer shall require or permit an Employee, other than foremen, managers, sub-managers, senior managerial, professional, technical or administrative personnel in receipt of a salary of not less than the amount specified in the Basic Conditions of Employment Act, as amended from time to time and at the signing of this agreement equated to R205'433.30 per annum:-
  - (i) to work for more than 44 hours normal time, excluding meal intervals, in any one working week, comprising of: -
    - (a) Monday, Tuesday, Wednesday, Thursday, Friday.
- (b) The Employer must decide on the firm's ordinary weekly working hours from a range of ordinary weekly working hours from 40 hours to a maximum of 44 hours per week.
- (c) The Employer must inform Employees and the Council of their firm's ordinary weekly working hours and to display them in a conspicuous place within the workplace.
- (d) Should an Employer wish to change the firm's ordinary working hours from what they had notified the Council and their Employees they would be required to apply for an exemption from the Council before implementing any change to their ordinary weekly working hours. The Council may require seventy five per cent of the firm's Employees to support the proposed change to the firm's ordinary weekly working hours.

**(2) Overtime Hours**

- (a) All hours worked in excess of a firm's normal weekly working hours must be paid in accordance with section 10 of the Basic Conditions of Employment Act, 75 of 1997.
- (b) Drivers and Drivers Assistants – Driver's and Driver's Assistants may not work more than twelve hours per day and more than 15 hours overtime in any one pay week.
- (c) Top Up Lost Normal Time Hours – overtime hours in the same pay week can be used to top up lost normal time hours of the same pay week before overtime becomes payable.



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

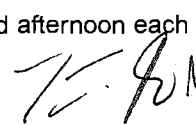
#### **17. PAYMENT OF REMUNERATION**

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

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

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

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

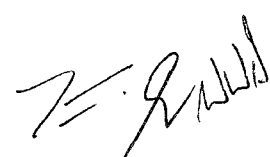
- (1) Every Employee shall be given an interval of 10 minutes both in the forenoon and afternoon each day, which shall be deemed as time worked.
- This interval shall be specified on the prescribed form referred to in clause 17(3).
- 

**20. ABATEMENT OF WAGES**

- (1) No Employee shall, while in the employ of an Employer, give to and no such Employee shall receive from such Employer any gift, bonus, loan, guarantee or refund either in cash or in kind which will in effect amount to abatement of the wages which must in terms of this Agreement be paid to such Employee.
- (2) No Employee shall be required as part of his contract of service to board or lodge with his Employer or at any place nominated by his Employer or to purchase any goods or hire property from his Employer.

**21. TERMINATION OF EMPLOYMENT**

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



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

## **22. NIGHT SHIFT WORK**

- (1) In this section, "night work" means work performed after 18:00 and before 06:00 the next day.
- (2) An Employer may only require or permit an Employee to perform night work, if so agreed, and if: -
  - (a) the Employee is compensated by the payment of a 15 per cent allowance on their wage rate, in addition to their wage rate, for all time worked during the night shift, or by a reduction of working hours; and
  - (b) transportation is available between the Employee's place of residence and the workplace at the commencement and conclusion of the Employee's shift.
- (3) If a shift worked by an Employee falls on a public holiday and another day, the whole shift is deemed to have been worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day.

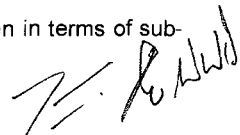


**23. HOURLY RATE**

- (1) Notwithstanding anything to the contrary in this Agreement, all work performed by Employees, other than Employees in receipt of a fixed weekly or monthly wage, shall be paid for at an hourly rate, the hourly rate to be determined by dividing the actual weekly wage by 44 or such lesser number of hours ordinarily worked by an establishment.
- (2) In order to determine the hourly rate of a monthly-paid Employee in order to calculate the overtime pay that may be due to such Employee, his monthly wage shall be divided by 4,333 and thereafter by 44 or such lesser number of hours ordinarily worked by an establishment.
- (3) In determining the actual weekly or monthly wage of any worker engaged in night-shift work there shall be included therein the additional 15 per cent of the employees hourly wage rate.

**24. SICK LEAVE**

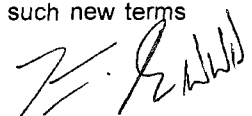
- (1) In this Chapter, "sick leave cycle" means the period of 36 months' employment with the same Employer immediately following: -
  - (a) an Employee's commencement of employment; or
  - (b) the completion of that Employee's prior sick leave cycle.
- (2) (a) During every sick leave cycle, an Employee is entitled to ten (10) days paid sick leave per annum.  
  
(b) Should an Employee exhaust the number of paid sick leave days available due to hospitalisation, serious and or chronic illness, such an Employee is entitled to claim further days of paid sick leave, provided that there are days of sick leave available in that Employee's current three (3) year cycle.  
  
In such an event, the number of days over and above the available sick leave balance for that year will be deducted from the future years in the cycle and will mean for such a person, the annual paid sick leave days will be less than ten (10) days per annum for the balance of that three (3) year sick leave cycle."
- (3) Despite sub-clause (2), during the first six months of employment, an Employee is entitled to one day's paid sick leave for every 26 days worked.
- (4) During an Employee's first sick leave cycle, an Employer may reduce the Employee's entitlement to sick leave in terms of sub-clause (2) by the number of days' sick leave taken in terms of sub-clause (3).



- (5) Subject to sub-clause 6, an Employer must pay an Employee for a day's sick leave: -
- (a) the wage the Employee would ordinarily have received for work on that day; and
  - (b) on the Employee's usual pay day.
- (6) Proof of Incapacity
- (a) An Employer is not required to pay an Employee in terms of sub-clause (5) if the Employee has been absent from work for more than two consecutive days or on more than two consecutive occasions during an eight week period and, on request by the Employer, does not produce a medical certificate stating that the Employee was unable to work for the duration of the Employee's absence on account of sickness or injury.  
  
For the purpose of this sub-clause a Friday and the following Monday as well as the day before and the day after a public holiday are deemed to be consecutive days.
  - (b) The medical certificate must be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.
  - (c) An Employer is not required to pay an Employee in terms of sub-clause (5) if the Employee has been absent from work on a Friday, or on a Monday, or on a day before or after a public holiday should the Employee not produce a valid medical certificate covering the days of absence.

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

- (1) A female Employee shall be entitled to unpaid maternity leave as provided hereunder:
- Provided that the Employee has worked for the same Employer for a period of 12 consecutive months (excluding unpaid leave) immediately preceding such maternity leave: -
- (a) The maternity leave shall be for a period not exceeding six months, commencing one month prior to the expected date of her confinement.
  - (b) During such leave, the Employee shall have a guarantee of re-employment on the same terms and conditions that applied at the date of her going on maternity leave.
  - (c) Should such terms and conditions have been altered during her maternity leave by an amendment to any of the Agreements under the Council's jurisdiction, such new terms and conditions shall then apply.





- (2) The maternity leave with the guarantee of re-employment shall be subject to the following conditions:
- (a) The Employee on maternity leave shall give her Employer not less than five working days notice of her intention to return to work.
  - (b) Proof of the confinement shall be submitted to the Employer upon the Employee's return to work in the form of a birth certificate, or death certificate in the case of a miscarriage or still birth.
  - (c) The Employer shall be permitted to employ a temporary Employee in the same category as the Employee who has been granted maternity leave on a temporary contract agreement for the period of absence of the Employee who has been granted maternity leave.
  - (d) During the period referred to in sub-clause (2)(c), all the provisions of the Agreements administered by the Council shall apply to the Employer and the temporary Employee.
  - (e) The services of a temporary Employee employed in terms of this clause may be terminated by the Employer or Employee as provided for in clause 22 hereof.

## 26. SEVERANCE PAY

- (1) On the termination of an Employee's contract of employment as a result of any of the following: -
- (a) retrenchment;
  - (b) short time;
  - (c) redundancy.
- Such Employee shall receive from his Employer severance pay: Provided that the Employee has served one year's continuous service with such Employer.
- (2) The severance pay payable by the Employer to the Employee pursuant to sub-clause (1) above shall be the sum of: -
- (a) one week's wages: plus thereafter,
  - (b) one additional week's wages for each completed year of service
- (3) Employees whose services are terminated for reasons related to operational requirements shall: -



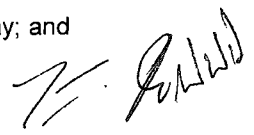
- (a) receive first preference should the positions that they previously occupied with the same employer become available within a period of six months following the date of their retrenchment; and
- (b) On the retrenched employee's re-employment, as stipulated in sub-clause (3)(a) here above, such employee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

## **27. CASUAL EMPLOYEES**

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

## **28. FAMILY RESPONSIBILITY LEAVE**

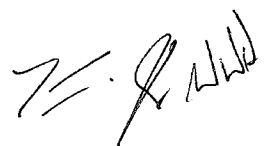
- (1) This clause applies to an Employee: -
  - (a) who has been in employment with an Employer for longer than four months; and
  - (b) who works for at least four days a week for that Employer.
- (2) An Employer must grant an Employee, during each annual leave cycle, at the request of the Employee,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



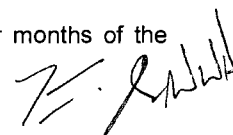
- (4) An Employee may take family responsibility leave in respect of the whole or a part of a day.
- (5) Before paying an Employee for leave in terms of this section, an Employer may require reasonable proof of an event contemplated in sub-clause (1) for which the leave was required.
- (6) An Employee's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

## 29. TRADE UNION REPRESENTATIVES

- (1) Number of Shop Stewards - In any workplace in which at least 10 members of a representative trade union are employed, those members are entitled to elect from amongst themselves:-
  - (a) if there are 10 members of the trade union employed in the workplace, one trade union representative;
  - (b) if there are more than 30 members of the trade union employed in the work place, two trade union representatives;
  - (c) if there are more than 50 members of the trade union employed in the workplace, two trade union representatives for the first 50 members, plus a further one trade union representative for every additional 50 members up to a maximum of seven trade union representatives;
  - (d) if there are more than 300 members of the trade union employed in the workplace, seven trade union representatives for the first 300 members, plus one additional trade union representative for every 100 additional members up to a maximum of 10 trade union representatives;
  - (e) if there are more than 600 members of the trade union employed in the workplace, 10 trade union representatives for the first 600 members, plus one additional trade union representative for every 200 additional members up to a maximum of 12 trade union representatives; and
  - (f) if there are more than 1 000 members of the trade union employed in the workplace, 12 trade union representatives for the first 1 000 members, plus one additional trade union representative for every 500 additional members up to a maximum of 20 trade union representatives.



- (2) The names/s of the shop steward and/or senior shop steward/s elected in the Employer's establishment shall be conveyed to the Employer in writing by the trade union as soon as they become known.
- (3) The constitution of the representative Trade Union governs the nomination, election, terms of office and removal from office of a trade union representative.
- (4) A trade union representative has the right to perform the following functions:-
- (a) at the request of an Employee in the workplace, to assist and represent the Employee in grievance and disciplinary proceedings;
  - (b) to monitor the Employer's compliance with the workplace-related provisions of this Agreement, any law regulating terms and conditions of employment and any collective agreement binding on the Employer;
  - (c) to report any alleged contravention of the workplace-related provisions of this Act, any law regulating terms and conditions of employment and any collective agreement binding on the Employer to:-
    - (i) the Employer; and
    - (ii) the representative trade union; and
    - (iii) the Council; and
  - (d) to perform any other function agreed to between the representative trade union and the Employer.
- (5) Shop Steward Training - For the purpose of attending training courses and/or training seminars arranged by the trade union which is a party to this Agreement, shop stewards shall be entitled to three days paid leave per annum and senior shop stewards to six days paid leave per annum with effect from the date of the coming into operation of this Agreement, subject to the following conditions: -
- (a) The cycle of shop steward leave shall commence on 1 January of each year. Leave not taken by a shop steward and/or senior shop steward shall accrue to a newly elected shop steward and/or senior shop steward during any one-leave cycle. Shop Steward leave shall not be cumulative nor be transferable from one Employer to another or from one year to another.
  - (b) Shop stewards' leave shall be taken only during the first eight calendar months of the year.



- (c) The trade union shall make the training course and/or training seminar content available to the Employer at least seven days in advance.
- (d) Prior arrangements shall be made by the trade union with an Employer for the release of the senior shop steward and/or shop stewards. Not more than 50 percent of elected senior shop stewards and/or shop stewards at any particular Employer's firm shall attend the training course and/or training seminar on any particular day.
- (e) A senior shop steward and/or shop stewards from any one Employer's firm shall not be required to attend a training course and/or training seminar on/over consecutive days.
- (f) The trade union shall furnish the Employer with written proof that the training course and/or training seminar, for which purpose the paid leave was granted, was attended by the particular senior shop steward and/or shop stewards.

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

- (1) Every Employer shall grant every Employee with reasonable opportunity for skills enrichment training provided that scheduling of any such training shall be determined at plant level by both the Employer and the Employee.
- (2) The following critical points should be considered by the consulting parties, (the relevant Employer and relevant Employee), being:-
  - (a) reasonable opportunity for training
  - (b) consideration of operational requirements
  - (c) time off being unpaid
  - (d) proof of registration for training course
  - (e) reasonable notice
  - (f) a limit to the number of Employees off work at any one time.

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

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



- (1) Annual leave may be split by agreement with the majority, fifty percent plus one, of the employees provided that a minimum of ten consecutive working days be taken during the annual shut down period. The remaining leave days may be taken before the end of September of the following year.

### 33. SHORT TIME

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



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

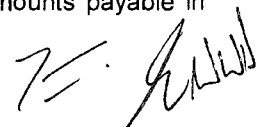
- (1) A new entrant Employee to the Industry shall only be eligible for contributions after three consecutive months of continued employment with the exception of Council levies.

**35. FIXED TERM CONTRACTS OF EMPLOYMENT**

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

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

- (1) For the purpose of meeting the expenses of the Council, every Employer shall deduct from the wage of each of his Employees for whom a wage is paid:-
- (a) R7.10 per pay week from the period of operation of this Agreement to 30 June 2016.
- (2) To the amount so deducted, as per sub-clause (1), the Employer shall add a like amount and:-
- (a) forward month by month, and not later than the 15th day of each month, the total sum to the Secretary of the Council.
- (b) an Employer who is in arrears with payments in terms of paragraph 2 and 2(a) and who fails, after having been warned in writing by the Council to forward the outstanding amounts within seven days of such warning shall, upon being notified by the Council in writing to do so, submit the amounts payable in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay day of the week in respect of which the amounts are due. An Employer to whom the provisions of this paragraph apply may, upon so being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in sub-clause (a).




- (c) should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the Employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, Act No. 55 of 1975, as amended, calculated from such 15th day until the day upon which payment is actually received by the Council:

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

In the event of the Council incurring any costs or becoming obliged to pay any costs, collection commission by reason of the failure of the Employer to make any payment on or before the due date, the Employer shall then also be liable forthwith to pay all such costs of whatever nature and any costs as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the Employer firstly in satisfaction of any such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

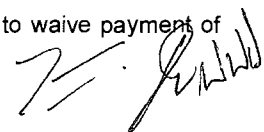
### **37. HOLIDAYS AND HOLIDAY AND BONUS FUND**

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





- (b) An employee's annual leave, as per sub-clause 3(a) here above, shall be extended by virtue of the fact that any public holiday, as per sub-clause (1) here above, falling within this period shall not be included in the said fifteen (15) working annual leave days.
  - (c) The payment of any public holiday falling within an employee's annual leave must be paid to such an employee along with their last wage by normal closing time on their last working day prior to commencing their annual leave and in accordance with sub-clause (19) here above.
  - (d) Notwithstanding sub-clause (3)(c) here above, an employer may, with the consent of the employee embarking on annual leave, make payment for any public holiday falling within the employee's annual leave, on the first pay day following the date upon which the employee's said annual leave ends.
- (4) (a) Subject to the provisions of sub-clause (3)(a) and (b), all amounts payable shall be paid by the Employer to the Secretary of the Council month by month, and not later than the 15th day of each month following that in respect of which they are due.
- (b) An Employer who is in arrears with payments in terms of paragraph (a) and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of such warning shall, upon being notified by the Council in writing to do so, submit the amounts in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. An Employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis in terms of paragraph (a).
- (c) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the Employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, No. 55 of 1975, as amended, calculated from such 15th day until the day upon which the payment is actually received by the Council:
- Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.



In the event of the Council incurring any costs or becoming obliged to pay any costs, collection commission by reason of the failure of the Employer to make any payment on or before the due date, the Employer shall then also be liable to forthwith pay all such costs of whatever nature, including costs as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the Employer firstly in satisfaction of any such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

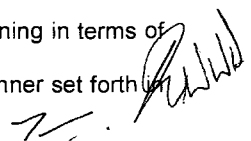
- (d) Amounts payable in terms of sub-clause (3) hereof shall be paid by the Employer in addition to any wage or overtime pay payable to an Employee in terms of this Agreement, and shall not be deducted from the wages or overtime pay of such Employee.
- (e) The Council shall keep a record of each Employee in respect of whom payments are made in terms of sub-clause (3)(a) and (b) hereof into the Cape Furniture Holiday and Bonus Fund and of the amount paid to the Cape Furniture Holiday and Bonus Fund in respect of the Employee.
- (f) The Cape Furniture Holiday and Bonus Fund shall be utilised for the purpose of distribution to Employees of holiday pay.
- (g) The Council shall from time to time invest on fixed deposit or on call with a bank or registered building society any of the money belonging to the Cape Furniture Holiday and Bonus Fund surplus to its requirements, and any interest accruing from such investment shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund.
- (h) Moneys due to Employees who cannot be traced and who have not claimed payment within a period of two years from the date on which the moneys become payable shall accrue to the funds of the Council.
- (i) A public accountant who shall be appointed by the Council and whose remuneration shall be decided by the Council, shall audit the accounts of the Fund at least once annually and not later than 31 March in each year and prepare a statement showing: -
  - (i) all moneys received: -
    - (a) in terms of sub-clause (3)(a) and (b) hereof; and
    - (b) from any other source; and



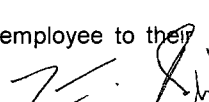
- (ii) expenditure incurred under all headings during the 12 months ended 31 October preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date. True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the office of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible, but not later than four months after the close of the period covered thereby, be transmitted by the Council to the Director-General of Labour.
- (j) In the event of the expiry of the Agreement or any extension or renewal thereof and a subsequent agreement providing for the continuation of the Fund not being negotiated within a period of 12 months from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original Fund was created, the Fund shall be liquidated. The Fund shall, during the said period of 12 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the Council.
- (k) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding, in terms of section 59 of the Act, the Registrar of the Labour Court may appoint a liquidator from Employers and Employees in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such committee.

Any vacancy occurring on the committee may be filled by the Registrar from Employers or Employees, as the case may be, so as to ensure an equality of Employer and Employee representatives on the committee.

In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee or trustees shall possess all the powers of the committee for such purpose. If there is no Council in existence, the Fund shall, upon the expiry of the Agreement, be liquidated by the committee functioning in terms of this sub-clause, or the trustee or trustees, as the case may be, in the manner set forth in



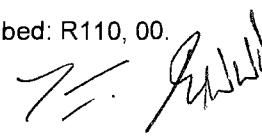
paragraph (l) and if upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in the Council's constitution as if it formed part of the general funds of the Council.

- (l) Upon liquidation of the Fund in terms of paragraph (j) the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration of liquidation expenses, shall be paid into the general funds of the Council.
  - (m) The Council shall from time to time invest on fixed deposit or on call with a bank or registered building society any of the money belonging to the Cape Furniture Holiday and Bonus Fund surplus to its requirements, and any interest accruing from such investment
- (5) Holiday and Bonus Fund Contributions for Employers who have previously not been registered with the Council and for Employers who continued to pay the Holiday and Bonus Fund in accordance with the collective agreement published in Government gazette R6810 number 21187 dated 19 May 2000.
- (a) As at the date of signature of the agreement or at a date as set by Minister of Labour for non-parties, no employer is to reduce the percentage utilised for calculating their employees' holiday and bonus fund unless it is in accordance with this collective agreement.
  - (b) The following holiday and bonus fund provisions apply: -
    - (i) Every employer shall pay in respect of every employee a holiday and bonus fund amount calculated on the employee's wages for the actual normal time worked in any pay week and on the hours an employee would ordinarily have worked on a paid public holiday, trade union representative leave days and on the first five days of paid sick leave on condition a medical certificate is provided and on condition that such sick leave days do not fall on a Monday or a Friday or on a day before or after a public holiday.
- Holiday and Bonus Fund contributions are payable for Family Responsibility Leave for the first two days only that are related to the death of an employee's spouse, life partner, parent, adopted parent, grand parent, child, legally adopted child, or sibling and upon presentation of the relevant death certificate by the employee to their employer.
- 

- ii) The Holiday and Bonus Fund contribution rates shall be payable to the Council and calculated as follows:-
- iii) Fifteen percent (15%) of an employee's actual normal time weekly wage if the employee has lost twenty minutes or less of the Company's ordinary/normal weekly working hours.
- iv) Eleven percent (11%) of an employee's actual normal time weekly wage if the employee has lost between twenty one and sixty minutes of the Company's ordinary/normal weekly working hours.
- v) Seven point Five percent (7.5%) of an employee's actual normal time weekly wage if the employee has lost more than sixty minutes of the Company's ordinary/normal weekly working hours.
- vi) No Holiday and Bonus Fund contributions are payable for the first 15 hours of overtime worked per week, hours worked on a Sunday, any allowances and on wages payable for study leave.  
  
However Holiday and Bonus Fund contributions shall be payable on any annual leave days taken outside of the shut down period.
- vii) On application an exemption from the above provisions may be granted should a Company have a more favourable attendance bonus scheme.
- (v) All amounts payable in terms of this sub-clause shall be paid by the employer to the Secretary of the Council month by month, and not later than the 15th day of each month following that in respect of which they are due, as per sub-clause (4)(a) here above.

### 38. SUBSISTENCE ALLOWANCE

- (1) Whenever the work of an Employee precludes him from returning to his normal place of residence for his night's rest, he shall be paid, in addition to his ordinary remuneration, a subsistence allowance of not less than: -
- (a) where it is necessary for the Employee to obtain a bed: R55, 00; or
  - (b) where it is necessary for the Employee to obtain an evening meal and a bed: R110, 00.



**39. TRADE UNION CONTRIBUTIONS**

- (1) An Employer shall each week deduct from the wages of each of his Employees who are members of the trade union which is a party to this Agreement, such contribution as may be payable by such Employee to that trade union. The amounts so deducted shall be as determined in the constitution of the trade union concerned:

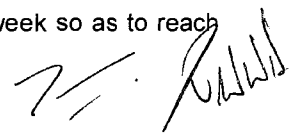
Provided that no contribution shall be made in respect of any week if the earning of the member for such week does not exceed two fifths of his normal weekly wage.

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

- (2) The Council will not be responsible to collect or hear a dispute relating to the non-payment by an Employer of Trade Union contributions.
- (3) The Trade Union, in their sole discretion, may refer any disputes relating to the non-payment of Trade Union member contributions to the Commission for Conciliation Mediation and Arbitration (CCMA), Labour Court and or the Civil or Criminal Courts.

**40. LEVIES PAYABLE BY EMPLOYERS WHO ARE MEMBERS OF THE EMPLOYERS'****ASSOCIATION**

- (1) Every Employer who is a member of the Cape Furniture Manufacturers' Association shall forward any levy due and payable by members of the Association in terms of its constitution to the Secretary of the Council by not later than the 15th day of each month following that in respect of which such levies fall due.
- (2) (a) An Employer who is in arrears with payments in terms of sub-clause (1) and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of such warning, shall upon being notified by the Council in writing to do so, submit the amounts payable in terms of this clause week by week so as to reach



the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due.

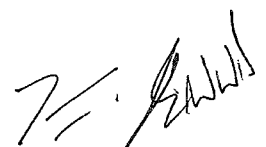
An Employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of sub-clause (1).

- (b) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the Employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of interest Act, Act No. 55 of 1975, as amended, calculated from such 15th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

In the event of the Council incurring any costs of becoming obliged to pay any collection commission by reason of the failure of the Employer to make any payment on or before the due date, the Employer shall then be liable to forthwith pay all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the Employer firstly in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

#### 41. PROVIDENT FUND CONTRIBUTIONS

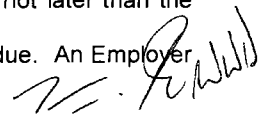
- (1) The Fund known as the "Provident Fund of the Furniture Industry of the Western Cape" ("the Fund") established in terms of Government Notice R. 805 of 12 May 1972, continues as part of this Agreement and registered with the Financial Services Board under number 37935 and administered in accordance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



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

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

- (1) An amount of thirty one rand per week is payable by the Employer, only for employees who are members of the trade union party to the Council, being the National Union of Furniture and Allied Workers of South Africa.
- (2) The amount payable by the employer must be paid to the Council along with all other contributions by the 15th day of the month following that in which it became due.
- (3) The Council must collect the medical ill health benefit contributions and pay it over to the Trade Union on a monthly basis into an account administered by the respective Trade Union.
- (4) The National Union of Furniture and Allied Workers of South Africa is to make available to the Cape Furniture Manufacturers Association the quarterly management accounts of the National Union of Furniture and Allied Workers of South Africa Medical Ill Health Benefit Fund and shall invite a representative of the Cape Furniture Manufacturers Association to attend such quarterly meetings of their Medical Ill Health Benefit Fund.
- (5) An Employer who is in arrears with payments in terms of sub-clause (1) and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of such warning, shall upon being notified by the Council in writing to do so, submit the amounts in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. An Employer





to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of sub-clause (1).

- (6) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the Employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, Act No. 55 of 1975, as amended, calculated from such 15th day until the day upon which the payment is actually received by the Council:

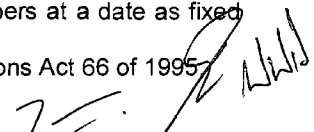
Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

- (7) In the event of the Council incurring any costs or becoming obliged to pay any costs or collection commission by reason of the failure of the Employer to make any payment on or before the due date, the Employer shall then also be liable to forthwith pay all such costs of whatever nature and any costs as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the Employer firstly in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount."
- (8) The provisions of sections 98 and 100 (b) and (c) of the Act apply.

## PART II

### 43. WAGE INCREASE

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



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

#### **44. FINES**

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

### **PART III**

#### **ANNEXURE A**

#### **JOB GRADING AND MINIMUM WAGES RATES**

##### **A. OCCUPATION SKILLS LEVELS**

##### **1. Unskilled Employees**

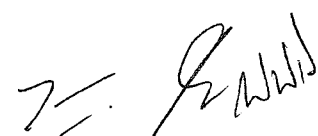
Work at this level is of a manual and/or repetitive nature. Minimum skill is required and limited discretion and limited judgement applies. The employee will work under direct supervision.

##### *Nature of work performed*

All types of manual labour of a repetitive nature.

##### *Some job titles*

Truck assistant, cleaner, machine feeder, packer, stacker, sand paperer, operating a filling machine, securing mattress panels to springs, tea persons, other non-production operations, etc.



## 2. Semi-Skilled Employees

Employees at this level will have limited skills training and are required to exercise limited discretion in performing tasks.

Employees work under direct supervision.

They will have a basic understanding of work flow and sectional output, meeting required quality standards.

### *Nature of work performed*

Setting up and/or operating continuous processing machines.

### *Some job titles*

Spray painting, silk screening, upholstering basic furniture e.g. occasional chairs, dining room/kitchen chairs, studio couches, repetitive welding in a jig, sandblasting, drivers, assemblers, etc.

Clerical staff, storeman, clerks, receptionist, administrative clerks, despatch clerk, etc.

## 3. Skilled Employees

Employees at this level either have a recognised tertiary qualification or have gained competence through experience.

The employee is required to exercise a considerable degree of discretion and will be able to read technical drawings where necessary.

The employee must accept responsibility for meeting production outputs at an acceptable quality level.



*Nature of work performed*

All artisans who obtained a recognised artisan qualification.

Technical staff who obtained a recognised technical qualification equivalent to at least M + 3

Using a computer to construct working drawings and production schedules.

**4. Charge hand**

Employees at this level will have a broad knowledge of the discipline that they supervise. They can either be working charge hands or supervisory charge hands.

They must be competent and trained in people management skills and will be responsible for outputs in the section within acceptable parameters.

They will be required to exercise analytical skills with a relevant high level of decision making.

**5. Foreman/Supervisors**

Employees at this level will have experience in more than one discipline with competency in people management skills (e.g. motivation, discipline, safety and security, etc.)

They will be able to work from complex drawings and will be able to interpret and apply technical skills. They will be versed in on the job training.

Employees at this level will regularly meet output targets maintaining an acceptable quality standard.

**B. SPECIFIED MINIMUM WEEKLY WAGE RATES FOR NEW EMPLOYEES**

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

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

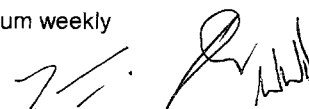
This means that a worker who meets the new entrant criteria in an establishment and whose normal working week is a 44 hour week and a worker who meets the new entrant criteria in an establishment whose normal working week is a 40 hour week must receive at least the prescribed minimum wage for the relevant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

**Example:-**

**Company A**

Working week 44 hours

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



NOTE: This Monthly Council Return Form indicating contributions is to be submitted not later than the 7th DAY OF THE MONTH FOLLOWING THAT IN WHICH THEY WERE DUE to the Secretary, P.O. Box 1529, Sanlamhof, 7532

MAAND EN JAAR:

FIRMA SE KODE:

(Issued by Council)

INTEREST WILL BE CHARGED ON PAYMENTS NOT RECEIVED BY THERE DUE DATE:- PROVIDENT FUND FROM THE 7th OF THE FOLLOWING MONTH and ALL OTHER COUNCIL CONTRIBUTIONS BY T

RENTE IS BETAALBAAR OP ALLE BEDRAE WAT NIE ONTVANG IS TEEN DIE BETAALBARE DATUM:- VOORSORGVONDS TEEN DIE 7de VAN DIE VOLGENDE MAAND EN ALL DIE ANDER RAAD SE BYDRA

Provident Fund for the Furniture Industry, Western Cape  
Standard Bank, Thibault Square, Cape Town  
Current Account # 071232354  
Branch Code 020909

Amount payable to the **Provident Fund** for the month of \_\_\_\_\_

## ANNEXURE "B"

FIRM'S BASIC WEEKLY WORKING HOURS:

(Maximum Normal Hours = 44)

[illegible]

HE 15th OF THE FOLLOWING MONTH

ES TEEN DIE 15de VAN DIE VOLGENDE MAAND

\_\_\_\_\_ is R

\_\_\_\_\_ is **R**

**CAPE FURNITURE MANUFACTURERS ASSOCIATION**

(CFMA Levy = R2 per employee per month with a minimum monthly levy of R200)

## BARGAINING LEVY / BEDINGINGS FOOL

*(Payable by Employers who are not CFMA members of R150)*

**GRAND TOTAL**  
**GROOT TOTAAL**

## ANNEXURE C

## STARTING, FINISHING AND INTERVAL TIMES

[Notice required under clause 17 and 20 of Part 1 of the Agreement]

DAY	STARTING TIME	FINISHING TIME	MEAL INTERVAL
MONDAY	..... H .....	..... H .....	..... H .....
TUESDAY	..... H .....	..... H .....	..... H .....
WEDNESDAY	..... H .....	..... H .....	..... H .....
THURSDAY	..... H .....	..... H .....	..... H .....
FRIDAY	..... H .....	..... H .....	..... H .....
SATURDAY	..... H .....	..... H .....	..... H .....

Morning Interval	..... H .....
------------------	---------------



Afternoon interval	..... H .....

7/8. 8. 11/11

**ANNEXURE D****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN  
CAPE****REGISTRATION AS EMPLOYER**

The Secretary

Bargaining Council for the Furniture Manufacturing

Industry of the Western Cape

P.O. Box 1529

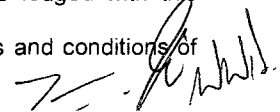
Sanlamhof

7532

Dear Sir,

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

1. Name under which business is carried on .....
2. Registered name of Company with the Registrar of Companies (attach a copy of business registration certificate)  
  
.....
3. State the business registration number ..... and  
date of incorporation .....
4. If the business is a partnership, a copy of the partnership agreement shall be lodged with this  
registration form, or where such lodged agreement does not contain the full terms and conditions of



the agreement of partnership, the partners shall notify the Council in writing of all terms of the partnership agreement that are not included in the agreement lodged herewith. In the absence of a written agreement of partnership, the employer shall notify the Council in writing of all terms of the agreement of partnership.

5. Company's registered address as per Registrar of Companies .....

.....

6. Address(es) at which business is carried on .....

.....

7. Postal Address .....

8. Telephone number ..... Facsimile number .....

Email ..... Cell No. ....

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

.....

.....

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

Full Name	ID Number	Home Address	State whether proprietor, partner, member, shareholder, manager,

7. 9/11/15

			director or secretary

11. Date business commenced .....

12. Business Bank details:

Bank	Account Name	Account Number	Branch Code

13. Number of employees.....

14. Basic weekly working hours .....

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

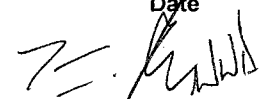
16. The employer, as detailed above, chooses domicilium citandi et executandi at the address set out in paragraph 5 above for all purposes arising from the Collective Agreement and arising from their registration as an employer with the Bargaining Council for the Furniture Manufacturing Industry of the Western Cape. The employer shall be entitled to alter its domicilium citandi et executandi by means of written notice by prepaid registered post to the Council, provided that such change of domicilium shall only be effective 14 days after receipt of such notice by the Council.

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

\_\_\_\_\_  
Authorised Signatory

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

\_\_\_\_\_  
Date



**ANNEXURE E**

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

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

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

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

**RETURN TO BE SENT TO COUNCIL WEEKLY**

**OPGAWE MOET WEEKLIKS AAN RAAD GESTUUR WORD**

**NAME OF EMPLOYER:**

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

**ADDRESS:**

**ADRES: .....**

Identity Number Identiteits nommer	Index Number Aanwysings nommer	Su rna me Va n	First Names Voorna me	Birth date Geboorte datum .	Occupation Beroep	Date Engage d Datum van Indiens	Previous Employer Vorige Werkgewer	Date Left Datum Uit Diens
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*7-1. R. W. W.*

[illegible]

HANDTEKENING VAN WERKGEWER OF GEMAGTIGDE VERTEENWOORDIGE:

.....

\* \* \* \* \*

Date \_\_\_\_\_

7. R. W. W.

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

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

**2. Purpose of guidelines**

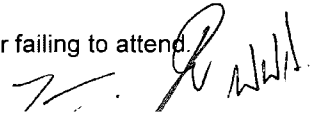
- 2.1 The purpose of these guidelines are -

- (a) to inform users of the Council's conciliation process of the policies and procedures adopted by the Council in conciliation;
- (b) to help Conciliators perform their functions; and
- (c) to promote consistency in the Council's approach to conciliation proceedings.

- 2.2. These guidelines are drawn from the Commission for Conciliation Mediation and Arbitration's (C.C.M.A.) best practice, the decisions of Commissioners of the CCMA, the courts, and the law.

**3. Applications for condonation**

- 3.1 An unfair dismissal dispute must be referred to the Council within 30 days of the date of dismissal. If the 30-day time limit has expired, the dismissed Employee must apply to the Council for condonation, that is, permission to refer the dispute after the 30-day time limit has expired.
- 3.2 The application must be attached to the dispute referral form and served with it on the other parties to the dispute and lodged with the Council.
- 3.3 If at any time the Council becomes aware that the dispute was referred outside the 30-day time period, the Council may call on the applicant to apply for condonation.
- 3.4 The application must include a signed statement that explains the reasons for the delay and deals with each of the considerations set out in paragraph 3.8 below.
- 3.5 If the applicant requires condonation because he or she did not attend a conciliation meeting scheduled by the Council, the applicant must give reasons for failing to attend.



- 3.6 The other parties to the dispute must reply to the application within fourteen (14) calendar days of receiving it. This reply must also include a signed statement, which is to be served on the applicant and filed with the Council.
- 3.7 The applicant may reply to the other party's response within seven (7) calendar days of receiving it. The applicant must serve the reply on the other parties to the dispute and then file it with the Council.
- 3.8 The Conciliator must consider the application and any representations of the parties and must grant condonation to the applicant if there are good grounds for doing so. The Conciliator must consider the following: -
- (a) *the degree of lateness.* If the referral is only a few days late, this may weigh in favour of condonation;
  - (b) *the degree of fault* of the referring party or his/her authorised representative. If the referral was late due to a circumstance beyond the control of the applicant, this may weigh in favour of condonation;
  - (c) *the reasonableness of the explanation.* If the explanation is improbable, this should weigh against condonation;
  - (d) *prejudice* to the other parties to the dispute;
  - (e) *prospects of success.*
4. Province in which dispute is to be conciliated
- 4.1. A dispute should be conciliated in the province in which the dispute arose.
- 4.2. The Council may arrange for conciliation to be held telephonically if in its opinion the circumstances justify this and it is practicable to do so.
5. Jurisdictional disputes
- 5.1. The policy of the Council is to discourage legal technicalities and to promote dispute resolution in the interests of social justice and labour peace. Accordingly its policy is not to determine jurisdictional disputes at conciliation.
- 5.2. If a party objects to the jurisdiction of the Council the conciliator may-
- (a) conciliate the dispute on the basis that attendance and participation of all parties is without prejudice; or
  - (b) issue a certificate stating that the dispute has not been resolved.





6. Discretion to assume jurisdiction

6.1. If at any time the Council becomes aware that the dispute could have been resolved by another Bargaining Council, an accredited agency or in terms of a collective agreement the Council may, in terms of section 147 of the LRA

- (a) exercise its discretion to assume jurisdiction;
- (b) refer the dispute to the appropriate person or body for resolution.

6.2. In determining whether or not to assume jurisdiction in terms of section 147, the Council must be guided by whether:

- (a) the referral is an attempt to by-pass agreed or statutory procedures;
- (b) substantial injustice will be done by referring the dispute to the appropriate person or body for resolution;
- (c) the Council has jurisdiction.

6.3. If the Council declines jurisdiction it must give the parties brief reasons for its decision and advise the parties as to the appropriate person or body for resolving the dispute.

7. Failure to attend conciliation proceedings

7.1. If the applicant party attends a scheduled conciliation meeting and the responding party does not, the Conciliator may-

- (a) postpone the conciliation; or
- (b) issue a certificate that the dispute has not been resolved.

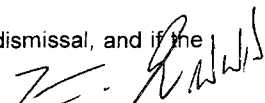
Before issuing a certificate the Conciliator must be satisfied that the parties have received adequate notice of the place, date and time of the scheduled conciliation.

7.2. If the applicant party does not attend a scheduled conciliation meeting and the responding party does, the Conciliator may-

- (a) postpone the proceedings; or
- (b) dismiss the referral.

Before deciding to dismiss the referral, the Conciliator must be satisfied that the parties have received adequate notice of the place, date and time of the scheduled conciliation. If the referral has been dismissed, the Council must notify the parties that the referral has been dismissed.

7.3. If a referral has been dismissed because a party did not attend a scheduled conciliation, the applicant party may refer the dispute to the Council again under a fresh dispute referral form. If the dispute being referred is about the fairness of a dismissal, and if the



30-day time limit for referral has expired, the party must apply for condonation in terms of paragraph 3 above.

8. Representation at conciliation proceedings

8.1 A party to a dispute may be represented only: -

- (a) by a co-Employee; or
- (b) by a member, an office bearer or official of that party's trade union or Employers' organisation; and
- (c) if the party is a juristic person, by a director or an Employee.

8.2 If a party objects to a representative or the Conciliator is of the opinion that a representative is not authorised, the Conciliator must decide whether that representative may attend.

8.3 A dispute about the status and entitlement of a representative is a factual dispute. The Conciliator may call upon any person to demonstrate why he or she should be admitted as a representative. The Conciliator may request documentation, such as the constitution, pay-slips, the contract of employment, the prescribed form listing the directors of a company, recognition agreements. Representatives must be prepared to tender evidence in support of their status.

9. Applications for postponement

9.1 The Council may, on application, postpone a conciliation hearing only in special circumstances. This policy is based on the fact that the Act emphasises expeditious dispute resolution and postponement inevitably causes delay.

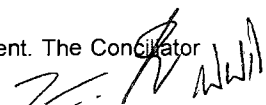
9.2 The Council will not allow matters to be postponed unless –

- (a) there is good reason to do so ;
- (b) the application is in good faith;
- (c) the application is made as soon as practicable; and
- (d) the other parties to the dispute are not unduly prejudiced.

9.3 If a postponement will result in expiry of the 30-day period allowed for conciliation (in s135), the party seeking the postponement must furnish the Council with written proof that the parties have agreed to extend the 30-day period.

10. Impartiality of Commissioners

10.1. A Conciliator must be independent, and must be seen to be independent. The Conciliator



should disclose any interest or relationship that is likely to affect their impartiality or which might create a perception of partiality.

10.2 After disclosure, a Conciliator may conciliate if both parties so desire but should withdraw if he or she believes that a conflict of interest exists irrespective of the view expressed by the parties.

10.3 If a party objects to a Conciliator conciliating the dispute, the Conciliator should not withdraw if he or she determines that the reason for the objection is not substantial and he or she can nevertheless act impartially and fairly, and that withdrawal would cause unnecessary delay or would be contrary to the ends of justice.

10.4 Conciliators must conduct themselves in a way to avoid any inference of bias.

#### 11. Conclusion

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

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

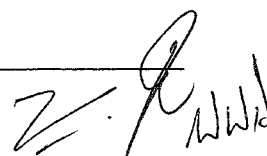
New Year's Day	–	1 January
Human Rights Day	–	21 March
Good Friday	–	Friday before Easter Sunday
Family Day	–	Monday after Easter Sunday
Freedom Day	–	27 April
Worker's Day	–	1 May
Youth Day	–	16 June
National Women's Day	–	9 August
Heritage Day	–	24 September
Day of Reconciliation	–	16 December
Christmas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

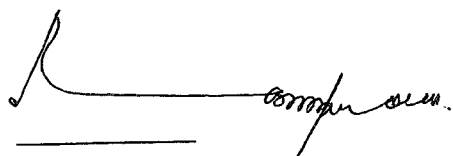
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**ANNEXURE H****PROVIDENT FUND CONTRIBUTION**

- (a) Percentage of normal wage per week payable by the Employee is six (6%) percent.
- (b) Percentage of normal wage per week payable by the Employer is six (6%) percent.

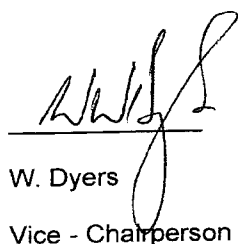
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A handwritten signature in black ink, appearing to read 'P. Symons', written over a horizontal line.

P. Symons

Chairperson

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

W. Dyers

Vice - Chairperson

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

T. Miles

Secretary

## DEPARTMENT OF LABOUR

NO. R. 709

10 JUNE 2016

## LABOUR RELATIONS ACT, 1995

**LABOUR RELATIONS ACT, 1995: NATIONAL BARGAINING COUNCIL FOR THE WOOD AND PAPER SECTOR: EXTENSION OF COLLECTIVE AGREEMENT ON CONDITIONS OF SERVICE FOR THE PULP AND PAPER SECTOR TO NON PARTIES**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby, in terms of section 32(2) read with section 32(5) and section 32(8) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Wood and Paper Sector** 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 Sector, with effect from the second Monday after the date of publication of this Notice and for the period ending **31 December 2018**.

**MN OLIPHANT**  
**MINISTER OF LABOUR**

**UMNYANGO WEZABASEBENZI**

R. ....

USUKU: .....

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU KAZWELONKE WOKUXOXISANA KWABAQASHI NABASEBENZI****EMKHAKHENI WOKHUNI NEPHEPHA****UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI SEZIMISELO****ZOKUSEBENZA EMKHAKHENI WENKAFUNKAFU KANYE NEPHEPHA**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32(2) sifundwa nesigaba 32(5) kanye nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa eMkhandlwini Wokuxoxisana Kwabaqashi Nabasebenzi Emkhakheni Wokhuni Nephepha futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abaqashi nabasebenzi kuleyoMboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 31 kuZibandlela 2018.

**MN OLIPHANT**  
**UNGQONGQOSHE WEZABASEBENZI**

**SCHEDULE****THE NATIONAL BARGAINING COUNCIL FOR THE WOOD AND PAPER SECTOR**

(Hereinafter referred to as “the Council”)

**COLLECTIVE AGREEMENT ON CONDITIONS OF SERVICE FOR THE PULP AND  
PAPER SECTOR**

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

**EMPLOYERS ASSOCIATION FOR THE PULP AND PAPER INDUSTRY**

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

and

**CHEMICAL, ENERGY, PAPER, PRINTING, WOOD AND ALLIED WORKERS’ UNION  
(CEPPWAWU)****UASA-THE UNION**

and

**SOLIDARITEIT/SOLIDARITY**

(hereafter referred to as the “employees’ or the “trade unions”), of the other part,  
being the parties to the National Bargaining Council for the Wood and Paper Sector



**PART A: SCOPE OF APPLICATION AND DEFINITIONS****1. SCOPE OF APPLICATION**

- 1 The terms of this Agreement shall be observed in the Pulp and Paper Sector of the Wood and Paper as defined in the registered scope of the National Bargaining Council of the Wood and Paper Sector-
  - (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions and who are engaged or employed in the Pulp and Paper Sector;
  - (b) In the Republic of South Africa.
- 2 Notwithstanding the provisions of sub-clause 1, the terms of this Agreement shall –
  - (a) only apply in respect of employers and employees who fall within the bargaining unit;
  - (b) not apply to full-time students and scholars who have obtained employment within the Industry during vacation periods.
- 3 The terms of this Agreement shall not apply to non parties in respect of clauses 1(1) (a), 2 and 25(2).

**2. PERIOD OF OPERATION OF AGREEMENT**

- 1 This Agreement shall come into effect on such date as the Minister of Labour extends the Agreement to non-parties, and shall remain in force for the period ending force for the period ending **31 December 2018**.
- 2 This agreement shall come into operation in respect of non parties, on a date to be determined by the Minister of Labour and shall remain in force until force for the period ending **31 December 2018**.

**3. DEFINITIONS**

Any expressions used under this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act and 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 females, and vice versa; further, unless inconsistent with the context-

**“Act”** means the Labour Relations Act, 1995 (Act 66 of 1995) as amended from time to time;

**“Accounts payable supervisor”** means an employee who ensures accurate and timeous payment to all suppliers, reconciliation of supplier statements and processing of general ledger. Supervises accounts payable staff;

**“Administrative”** means an employee who carries out all administration related work in an office environment. Tasks can be performed after minimal training and usually reports to the Departmental Manager.

**“Administrative clerk”** means an employee who carries out varied clerical duties of a routine nature. Activities are short cycled, repetitive and is not responsible for the supervision of others. Tasks can be performed after minimal training and usually reports to the senior or chief clerk;

**“Administrative clerk-general”** means an employee who carries out varied clerical duties of both a routine and non-routine nature. Jobs are short cycled, repetitive and is not responsible for the supervision of others and usually reports to a senior clerk or chief clerk;

**“Administrator Risk Controller”** means an employee that assist the risk control manager in providing an efficient risk control service to the mill in terms of the OHS Act;

**“Agreement”** means the Collective Agreement on Conditions of Service for the Pulp and Paper Sector.

**“Air conditioning Technician”** means an employee who assembles, installs, maintains and repairs industrial, commercial and domestic air-conditioning and refrigeration systems and equipment;

**“Annual leave cycle”** means the period of twelve (12) months employment with the same employer immediately following an employee's commencement of employment or following the completion of that employee's existing leave cycle, as the case may be.

**“apprentice”** means an employee serving under a written contract of apprenticeship recognised by the Council, or registered under the Skills Development Act, 1998.

**“Area Planner Assistant”** means an employee who provides a QA function for motor/Electrical equipment and helps the administration of SAP R/3 PM Module as well as to assist the engineering management with planning administration. Performance reports that aid productivity and labour utilization;

**“Artisan”** means an employee who has been certified as competent to perform a listed trade after undergoing a trade-test and is registered on the register for artisans for that trade;

**“Artisan Aid”** means an employee who assists an artisan in execution of their maintenance duties. He is responsible to ensure that all work material for any task assigned are in order and available as and when required. The detailed activities depend on the artisan's area of skill;

**“Artisan assistant”** means an employee who assists an artisan in the normal routine duties and area of activities depends on the industry and artisan's area of skill. The

employee receives detailed instructions on work to be done and usually reports to a chargehand or foreman;. This will include all trades.

**“artisan work”** means skilled work normally performed by a qualified artisan, recognised as such by the Council.

**“Assistant Winderman:** means an employee who converts jumbo reels into customer specific reels and oversees the effective operation of the Winder Section.”

**“Bargaining unit”** means the occupational categories of employees covered by the provisions of this agreement who are identified in clause 27 of this agreement;

**“Bagasse slab supervisor”** means an employee who ensures the efficient receipt and storage of bagasse at the respective slabs so that optimum production rate is maintained on a continuous basis;

**“Baleman”** means an employee who operates the bale press section of wet lap machine to bale wet laps of pulp into specified bale sizes and to safely secure the wires to the pulp bales, record the bale count and mark bales;

**“Baler Attendant”** means an employee who operates the bailer equipment with a responsibility of removing all paper production off cuts/broke. The job activities are short cycled, repetitive and task can be performed after minimal training;

**“Bale cutter”** means an employee who is responsible for cutting and removing wires from the pulp or paper bales. He is responsible for ensuring that wires are recycled for good housekeeping purposes and is an assistant to the Bale Repulper Operator;

**“Bale Repulper Operator”** means an employee who operates bale repulper machine, monitors, controls, records process parameters and corrects any deviation to optimise quality and quantity within the process parameters. He is also responsible to ensure that repulper levels are maintained at all times;

**“BCEA”** means the Basic Conditions of Employment Act, No. 75 of 1997 as amended.

**“Bell logger driver”** means an employee who operates a bell logger within and inside the organization's premises;

**“Bielomatik Operator”** means an employee who operates the Bielomatik machine with an intention to ensure that the paper cut size is up to the required standard. He is responsible for the quality of the wrapping, correct ream per pallet and correct pallet labels;

**“Board edger operator”** means an employee who operates a small section of a process plant by monitoring and controlling gauges and instruments within prescribed limits. He may also be required to perform various duties in connection with the operating of the plant;

**“Board Grader”** means an employee who operates a small section of a process plant by monitoring and controlling gauges and instruments within pre-determined limits;

**“Boiler Attendant”** means an employee that is responsible for maintain and operating the Boiler to ensure the correct water level, steam temperature, pressure and load and efficiency;

**“Boiler house Senior Operator”** means an employee that operates the Boilers according to set parameters via the DCS and to ensure absolute efficiency and availability of the plant for steam generation;

**Boilermaker”** Means an employee with a Boilermaker or Welder/Plater trade test who performs specialized maintenance and breakdown repairs to plant equipment. Performs statutory inspections, manufactures/fabricates specific equipment;

**“Boiler Operator”** means an employee who reads and records instrumentation and correctly records it in the data management system (or log book). He is also responsible for continuous checking of boilers, compressors and auxiliary equipment, removal of ash in coal-bunker, and keeping area clean and tidy;

**“Boiler Operator Assistant”** means an employee who serves as an assistant to the boiler operator, The job activities are short cycled and repetitive and consist of a few (or series) of routine tasks;

**“Broke Attendant”** means an employee who operates the broke repulper machine by monitoring and controlling repulper levels. He is responsible for a good housekeeping;

**“Broke Supervisor”** means an employee who manages the storage and conveying of broke from Finishing House to the paper machines;

**“Buyer”** means an employee who procures goods & services (engineering related) according to Company policies & procedures. They evaluate supplier capabilities & performance, establish supplier library. Amongst other key roles, they negotiate with vendors, perform cost analysis, liaising with end users for best options, expediting orders, price queries, specifications & classifications;

**“CAD Operator”** means an employee whose responsibility is to draw and update Process and Instrumentation Diagrams. They are responsible for the upkeep of equipment database and flow diagrams;

**“call-out”** means any period of work in which an employee who is off duty is required to report for duty at a specified time outside his normal hours of work in respect of which he has not received prior notice, and in relation to a shift worker if he is required to report for duty with less than eight hours’ notice;

**“Call-out”** means any period of work required of an employee outside his normal hours of work to report for duty at a specified time.

**“Cartoniser/Lidder Operator”** means an employee who operates the Bielomatik machine with an intention to ensure that the paper cut size is up to the required standard. He is

responsible for the quality of the wrapping, correct ream per pallet and corrects pallet labels.

The duties are of similar nature to the Bielomatik Operator;

**“Catch Attendant”** means an employee serves assistance to the Folio Operator. Job activities are short cycled and repetitive and consist of a few (series) of routine task;

**“Chargehand Logistics”** Employee who uses a computer to plan and build paper loads, pre- scan the loads in the designated areas, view the loads for correctness and any damage. He needs to report any discrepancies on the scanned loads and ensure that shippable stock corresponds with planned loads;

**“Checker”** means an employee who checks picked orders against documentation. He packs items into cartons and ensures label documentation is correct;

**“Chemical Technologist”** means an employee that provides analytical support for product application, development projects and Technical Services Personnel, as well as during plant trials;

**“Chipper operator”** means an employee who is responsible for the operation a chipper. He is also responsible for labour control and productivity of a department working on a shift in a process or manufacturing operation;

**“Clarification operator”** means an employee who operates and controls the Clarification plant optimizing throughput and minimizing downtime while adhering to company safety standards. This will ensure quality water is provided to the machine while the sludge dryness is optimized;

**“Clerical”** means an employee who carries out varied clerical duties of both routine and non-routine nature. Job are short cycled, repetitive and is not responsible for the supervision of others and usually reports to a senior clerk or chief clerk;

**“Coal Crane driver”** means an employee who operate both overhead and mobile crane indoors and outdoors feeding coals into the boilers. He may also operate a gantry crane at ground level or in cab;

**“Coal Handler”** means an employee who receives coal stock on delivery by suppliers. He is responsible for ensuring constant supply of coal into the boilers;

**“Coating Analyst”** means an employee who conducts routine and non routine sample analysis of coating and delivered chemicals in support of business while adhering to Sherq standards

**“Coating Plant Operator”** means an employee who starts up, shuts down, monitors, controls and maintains normal operation of the coating plant.

**“Colour kitchen Operator”** means an employee who prepares slurries, coating colours, starch solutions, and other chemical solutions used to manufacture board on BM3 & 6 machines.

**“Component Controller”** means an employee that supplies the machine with packing material and reel stock;

**“Contribution”** means the amount of money payable to the funds of the Council as determined from time to time.

**“Cook Controller”** means an employee who is responsible for loading and cooking of woodchips in the MgO<sub>2</sub> Digesters responsible for managing the cooking process ensuring that required standards are met;

**“Core Cutter”** means an employee who operates the core cutter machine for the purpose of correctly sizing the cores. He is responsible for ensuring quality of sizing;

**“Crane & Hydraulics Artisan”** means an employee with an Electro-mechanician trade test Performs specialized service Performs repairs and maintenance to a wide range of cranes and hydraulic units e.g. lifts/elevators, gantry crane;

**“Crane Operator”** means an employee who operates both an overhead and mobile crane indoors and outdoors. He may also operate a gantry crane at ground level or in cab. He is also responsible for handling of large equipment in workshops, production areas and stores;

**“Croc Operator”** means an employee who operates a croc and whose job activities are short cycled and repetitive and consist of a few (or series) routine tasks;

**“Cycle Counter”** means an employee who performs a variety of complex tasks related to the cycle counter using equipment that is relatively sophisticated;

**“Council”** means the National Bargaining Council for the Wood & Paper Sector registered in terms of the Act;

**“Cutter Feeder”** means an employee who manipulates reels on and off the Cutter back-stands.

**“Cuttermen”** means an employee who converts reels into customer specific sheets.

**“Day”** means a calendar day and the first day of any period is excluded and the last day is included. “Day” also includes the period of 24 hours from midnight to midnight, unless otherwise agreed or determined by exemption. In the case of a shift worker it means a period of 24 hours reckoned from the time an employee commences work, unless otherwise agreed or determined by exemption.

**“Data Capturer”** means an employee who captures data via terminals, tape encoders and punches key to disc keyboards. He may also act as a verifier by checking the work of colleagues;

**“Designated Agent”** means a designated agent appointed by the Minister in terms of the provisions of section 33 of the Act.

**“Design Draughtsman”** means an employee who prepared drawings by means of CAD in order to implement new projects and modifications/additions in the plant machinery;

**“Despatch Clerk”** means an employee who performs various clerical duties within the distribution function. Ensures that despatch details are recorded and submitted for invoicing or are filed;

**“Despatcher”** means an employee who receives product from production machines, manufacturing warehouse and safely stack in bays. The employee scans product into bays, ensure optimal bay maintenance, and bay optimisation. The employee loads and offloads vehicles, creating required documents on system.

**“Diesel Mechanic** means an employee with a Diesel Mechanic Trade test who performs planned maintenance and breakdown work to transport fleet so as to ensure optimum availability;

**“Driver”** exclusively engaged in driving cars and light motor vehicles to and from various locations to collect and deliver goods/documents/ people. He is also responsible for cleaning and routine maintenance of vehicle(s). Usually reports to Transport/Distribution Manager/ Administration Manager;

**“Driver Loco”** means an employee that performs visual pre-start checks on locomotive to ensure safe and efficient startup & operation in accordance with the standard operating procedures;

**“Driver/storeman”** means an employee who drives light motor vehicles to and from various locations to collect and deliver goods/documents. In addition to driving duties he is also responsible for handling the physical receipt of goods into the storage facility and their appropriate storage and coding;

**“Dryerman”** means an employee who operates the Pope reeler, monitors the drying operation, dryer section equipment and paper quality.

**“Dyrer Operator”** means an employee who is responsible for the operation of the drier. He is also responsible for labour control and productivity of a department working on a shift in a process or manufacturing operation;

**“Driver Svet/Gantry Drivers”** means an employee that offload wood from road and rail vehicles and feed hardwood and softwood systems in a safe and efficient manner;

**“Effluent Officer”** means an employee that inspects the beaches and rocky outcrops and reports surf conditions in respect to effluent and assess nature and extent of foam formation. Ensures that effluent and storm water plant operate satisfactory;

**“Electrician”** Means an employee with an Electrician trade test Performs specialized service, repairs and maintenance to wide range of in area of responsibility to ensure optimum availability and efficiency of equipment;

**“Emergency services” and “emergency work”** means any work which is required to be done immediately owing to operational requirements for which the employer could not reasonably have been expected to make provision and which cannot be performed by employees during their ordinary hours of work.

**“Employer”** means any person whomsoever who employs or provides work for any other person and who remunerates or expressly or tacitly undertakes to remunerate him or who, subject to Section 3 of the Act, permits any other person whomsoever in any manner to assist him in the carrying on or conducting of his business or undertaking and ‘employ’ has a corresponding meaning;

**“Engineering Administrator”** means an employee who performs varied clerical duties related to the planning function and is responsible for the full clerical function;

**“Education Training and Development (ETD) Practitioner”** means an employee that is responsible for company skills development, internal plant training / competencies, legal compliance licensing, training material design and administration of apprenticeships / learner ship;

**“Extra heavy duty driver”** means an employee who is engaged in driving extra heavy motor vehicles with a gross vehicle weight of 15000 kg or more. He drives to and from various locations collecting and delivering goods, records deliveries, may take orders, cleans and carries out routine maintenance on the vehicle;

**“Filing Clerk”** means an employee who is responsible for filing of hard copy documentation, scanning and filing of electronic documents according to allocated codes and classification;

**“Financial Assistant”** means an employee Oversee the financial section to ensure accurate and timeous recording of transactions in the financial statements that complies to IFRS, GAAP and Tax laws and to contribute to the growth and profitability of the mill;

**“Fire Assistant”** means employee who performs his duties under minimal supervision of a Mill Risk Officer. Maintain emergency equipment in a serviceable and reliable condition, by regular inspections as per inspection frequency (monthly). Added are fixed fire protection installations (Detection and Sprinkler systems) that require checking and washing or replacing of filters. Conducts patrols in the Mill to identify deviations from the SHEQ policy, and institutes corrective action when necessary and reports to the Mill Risk Officer/ Fire Specialist;

**“Fire Officer”** Means an employee who performs fire prevention/protection services and emergency medical services;

**“FIS Operator”** means an employee who operates the FIS equipment in order to strap, wrap and produce labelled pallets.

**“Fitter”** Means an employee with Fitting trade test and assembles metal parts and sub-assemblies to fabricate production machines and other equipment;

**“Fitter and Turner”** Means an employee with a Fitting and Turning trade test who fits, assembles, grinds and shapes metal parts and sub-assemblies to fabricate production machines and other equipment;

**“Folio Operator”** “means the employee who operates the folio machine who is responsible for sheeting paper by cutting the required size and also according to the specified standards. He is responsible for the quality of paper sheeted;

**“Forklift Driver”** means an employee who operates forklift (counterbalanced or pedestrian operated) within organization’s premises;

**“Fork truck driver”** “means the employee who drives light motor vehicles with in the Mill specific areas. His main responsibility to ensure production goods are transported and collected from time to time within the different sections in the plant;



**“Fork and clamp truck driver”** means the employee who drive light motor vehicle and also have an extensive ability to operate the clamp in the fork truck. He is also responsible of goods removal and collection to all necessary locations including goods drop off to the stores department;

**“Front End Loader Driver”** means an employee who operates a front end loader which includes moving sand, coal and mineral ore. He may also be responsible for routine checks and reporting of defects;

**“General Worker”** means an employee whose job activities are short cycled and repetitive and consist of a few (or series) of routine tasks. Activities may include various general activities including but not limited to carrying; lifting; loading and unloading; cleaning or washing premises, furniture, vehicles, containers or other articles; opening and closing doors; removing refuse; stamping and stenciling containers or parcels; laundry and gardening;

**“Greaser”** means an employee who lubricates plant and equipment to prevent failures and downtime.

**“Grinderman”** Means an employee who is responsible for maintaining and improving the integrity of the company assets (grinder) and systems through the machines, processes, equipment and people;

**“Handyman”** means an employee who works independently carrying out a variety of repair, installation and related odd jobs around the company's premises which do not require the attention of an artisan;

**“Heavy Duty Driver”** means an employee who holds a 'heavy' or 'public service vehicle' license and is engaged in driving heavy motor vehicles but excluding vehicles with a gross vehicle weight of not more than 15 000 kg. He also drives to and from various locations, collecting and delivering goods. Records deliveries and may take orders. Cleans and carries out routine maintenance on the vehicle;

**“Human Resources Administrator”** is an employee that enables professional HR management by providing an efficient and effective administration and support function to the business;

**“Hydraulic Table Operator”** means an employee who is responsible for the operation of a hydraulic table and operates a small section of a process plant by monitoring and controlling gauges and instruments within prescribed limits. He may also be required to perform various duties in connection with the operating of the plant;

**“Instrument Mechanician”** Means an employee with a Instrumentation trade test Installs, modifies, maintains and repairs electronic instruments and control systems;

**“Internal security officer”** means an employee who is responsible for the policing of the company's property, building, premises, for internal and external security, and for the control of the watchmen and guards;

**“Issuer”** means employee who ensure the accurate data has been received and maintain all administration matters regarding the issue of stock or goods in Stores. He is responsible of tracking and ensuring the availability of stock at all times by communicating with the Store Manager. He may also carry out certain clerical functions such as completion of goods issued dockets and entry of bin cards;

**IT Technician”**: means an employee who provides a development service to install, setup, and configure new and old IT equipment for users such as personal computers, printers and scanners for staff across organisations;

**“Junior Store man”** means an employee who responsible for accurate data capturing of stock received. His responsibility is to ensure that correct items are captured on the system and are transferred to correct locations at all times;

**“Knife Grinder”** means an employee who operates a knife grinder and who is responsible for labour control and productivity of a department working on a shift in a process or manufacturing operation;

**“Knife Helper”** means an employee who is an assistant to a knife grinder, whose job activities are short cycled but semi-repetitive and require definite technical skills;

**“Laboratory Technician”** means an employee who prepares test samples of materials used in production, components and conducts routine physical and/or chemical tests to ensure conformity to established specifications. He is responsible for the analysis of qualitative and quantitative tests by recording and computing pertinent data, maintaining the laboratory equipment and for ordering replacement parts when necessary;

**“Laboratory Supervisor”** means an employee who is responsible for the supervision of the laboratory assistants and technicians who are employed in the laboratory. He is also responsible for general labour control and continuous productivity of the laboratory area under his control;

**“Layboy Operator”** means an employee who prepares pallets for processing and operates the Layboy. The employee also links off-put pallets to the on-put reels.

**Learner “s 18(2)”** means a Learner as defined in s18.2 of the Skills Development Act. i.e. A Learner who was not in the employment of the employer party to the learnership agreement concerned when the agreement is concluded;

**“Light Motor Vehicle Driver”** means an employee who is exclusively engaged in driving cars and light motor vehicles to and from various locations to collect and deliver goods,

documents and people. He is also responsible for cleaning and routine maintenance of vehicle(s);

**“Lister”** means an employee that processes finished product and lists the tonnage produced and ensures that all relevant information is correctly displayed on the product. The employee also prepares and manipulates reels to allocated bays while maintaining house-keeping and assisting with feeding and general shut work;

**“Log quality inspector”** Means an employee who inspects all incoming timber to ensure compliance with production requirements;

**“lubricator”** means an employee who performs essentially repetitive tasks which require an elementary appreciation of the lubrication process involved;

**“Machine man”** Means an employee who is responsible for the operation and monitoring of board/paper/pulp machine to ensure that the final product is according to the required quality specifications;

**“Manipulator Operator”** means an employee who ensures pallets are packaged correctly and loaded onto the FIS line.

**“Material handler”** means an employee who performs essentially repetitive tasks which require an elementary appreciation of the material handling process involved;

**“Materials Inspector”** means a person who inspects material, products, and work in progress for conformance to specifications and adjusts process to meet the standard require;

**“Milling Operator Assistant”** means an employee who operates a small section of a process plant by monitoring and controlling gauges and instruments within prescribed limits in the board/ pulp or paper machines; e.g Dryer, Winder, Baling line, Wet End assistants;

**“Mill Senior Operator”** means an employee that supervises DCS Operators. Coordinate production activities within their area of responsibility or section. Achieve absolute availability and efficiency of the plant and budgeted paper / pulp production of the required quality as per ISO Standards;

**“Millwright”** means an employee with a dual trade Millwright or Electro-mechanician who test Installs, maintains, troubleshoots and repairs stationary industrial machinery and electromechanical equipment;

**Occupational Health Practitioner”** means an employee who partakes in the full spectrum of Occupational Health including but not limited to medicals, medical surveillance and relevant Health management programs;

**“Operator PLC/DCS/Section/Panel”** Means an employee who monitors and interprets DCS or PLC on the panels in the control room, controls the process and liaises with Field/Outside/Area Operator;

**“Operator Line”** means an employee who controls other employees in a production line and is responsible for labour control and productivity of a department working on a shift in a process or manufacturing operation;

**“Order Fulfillment Representative”** means an employee who is responsible for the speedy and accurate feedback and follow through on customer queries and requests;

**“Order Intake Representative”** means an employee who is responsible for the speedy and accurate processing of customer orders;

**“Order Picker – logistics”** means an employee who receives the order or picking list and checks its correctness. He also picks goods off shelves from the picking list against customer orders or product specifications and is also responsible for packing goods onto shelves and maintains stock bin cards;

**“Order Picker – country branch”** means an employee who is employed in a distribution branch and receives orders or picking list(s) and checks correctness. He also picks goods for distribution to customers off shelves from the picking list against customer orders or product specifications. He is also responsible for packing goods onto shelves;

**“Packer”** means an employee who packs finished goods into appropriate containers, either against product specification or against customer orders. He is also responsible for ensuring that the correct packaging is used, the appropriate documentation is included, and that the cartons and boxes are properly secured;

**“Packing Plant Operator”** means an employee who is responsible for the operation of the packing plant by monitoring and controlling gauges and instruments, labelling and stacking product and generally housekeeping;

**“Pallet line Operator”** means an employee who efficiently organize and control the routine running of the Pallet line as and when required, includes manually operating the pallet conveyor systems, the press and strapping machine, the Lachenmeier machines. He is responsible for ensuring that his machine does not run out of the consumables (packaging materials) that are used for processing pallets through the line;

**“Planned Maintenance Clerk”** means an employee who provides assistance to the planners with regard to executing the clerical duties and tasks.

**“Plant Operator Machine”** means an employee who operates the board machine efficiently and effectively to produce quality board.

**“Plant Operator Stock Prep”** means an employee that operates the stock preparation plant to ensure constant and uniform supply of pulp to the paper machine;

**“Plumber”** means an employee to carry out all repairs and projects on all water and sewerage systems in Mill site in respect of all pipe-work up to 50mm diameter, excluding welded pipelines;

**“Post form operator”** means an employee who operates a small section of a process plant by monitoring and controlling gauges and instruments within prescribed limits. He may be required to perform various duties in connection with the operation of the plant;

**“Press Operator”** means an employee responsible for the operation of the press and is accountable for labour control and productivity of a department working on a shift in a process or manufacturing operation;

**Process Controller”** means an employee who controls the paper making process by ensuring inspection are done from time to time. He is responsible for the smooth running of the papermaking and ensuring good quality is produced in the process. This person can decide on taking corrective measure in solving a production process related matter on his own. (Process owner);

**“Process Operator”** means an employee, who operates dedicated sections of a process plant by monitoring and controlling gauges and instruments within prescribed limits, carries out line-ups and product transfers and monitors deviations;

**“Production Clerk”** means an employee who performs varied clerical duties and is responsible for the full clerical function in the production function;

**“Production Technician”** means an employee who accumulates and analyses machine data in order to optimize process efficiency. The employee also ensures all machines are run at maximum capacity at all times. The employee also ensures quality standards are maintained and improved;

**“Pulp and Raw Material relief”** means employee who employed mainly for relieving all employees who are on leave or on training and he is required to have ability/competency to work in every wage position with in the section as and when required;

**“Pulper Operator”** mean an employee who starts-up, shuts-down and maintains normal operation of the pulpers;

**“Quality Analyst”** means an employee who conducts routine and non-routine sample analysis in support of business.

**“Quality Assurance Monitor”** means an employee who supervises the laboratory operation on a shift basis, ensuring that ISO policies, procedures and other customer requirements with regard to raw material and finished goods are complied with.

**“Quality Control leave relief”** means employee who employed mainly for relieving all employees who are on leave or training and he is required to have ability/competency to work in every wage position in the section as and when required;

**Quality controller”** means an employee who is responsible to manage, control and monitor the treated paper, raw material and raw board warehouses;

**“Quality Inspector”** means an employee who prepares test samples of materials used in production, components and conducts physical and/or chemical tests to ensure conformity to established specifications;

**“Quality tester”** means an employee who prepares certain test samples of material used in board forming. He also conducts routine physical and chemical tests to established conformance to established specifications, computes and records pertinent data, maintain laboratory equipment and timely reports equipment malfunctions;

**“Raumaster Operator”** means an employee who straps, labels and maneuvers all BM6 reels;

**“Raw material controller”** means an employee who performs various clerical duties within the distribution function. He also ensures that dispatch details are recorded and submitted for invoicing or are filed;

**“Raw material handler”** means employee who is required to control material stocks and reports on quality, quantity, cost and plant returns. He is responsible for ensuring accurate data capturing by all relevant stakeholders;

**“Raw Materials Supervisor”** means an employee to assist the Offsite day foreman with duties related to raw materials handling, consumption tracking and logistics supervision according to mill standards and requirements;

**“Ream feeder”** mean employee who serves as an assistant to the Bielomatic Operator. He is responsible to feed reams into the Bielomatic so as to maximize production rates and reject all faulty or incorrect reams by dumping them into a dump bin next to the feeding platform;

**“Receiving clerk”** means an employee who performs various clerical duties within the distribution function. Ensures that receipt details are recorded and submitted for invoicing or are filed;

**“Relief operator”** The purpose of the Relief Operator programme is to assist production in reducing overtime by providing leave/training relief and to allow current employees to obtain the necessary knowledge;

**“Rewinderman”** means an employee who is responsible for ensuring the efficient operation of the Mason Scott / No.2 Jagenberg to produce reels according to customer specifications. Loads reels onto the back stand/unwind stand using a hydraulic back stand. Feeds paper through the machine and onto the winder shaft while the machine is on crawl speed;

**“Rigger”** Means an employee with a Rigger trade test who assembles and installs rigging gear such as cables, ropes, pulleys and winches to lift, lower, move and position equipment, structural steel and other heavy objects;

**“Risk control Officer”** Means an employee assist the Mill in ensuring all safety requirements (particularly those related to risk compliance) are adequately complied with through the promotion of safety and prevention of incidents / accidents and to support the implementation of management systems;

**“Sample & promotions co-ordinator”** means an employee who records the receipt and despatcher of goods. He also issues materials according to requisitions, prepares finished goods for despatcher and ensures that the goods reach their destination in good condition and may assist in stock taking;

**“Sample assistant”** means an employee who performs essentially repetitive tasks which require an elementary appreciation of the process involved in the sampling and promotions function;

**“Sander operator”** means an employee who is responsible for the operation of the sander and controls labour and productivity of a department working on a shift in a process or manufacturing operation;

**“saw operator”** means an employee who is mainly employed in a manufacturing and production environment and performs reasonably simple tasks using a saw blade to cut logs and related products for further production and processing;

**“saw operator- country branch”** means an employee who operates a saw in a small section of a process or distribution plant by monitoring and controlling gauges and instruments within prescribed limits;

**“saw sharpener”** means an employee who is employed in the workshop and uses a saw sharpener to sharpen saw blades used in the production process mainly for cutting logs into smaller components for further production and processing;

**“Saw supervisor”** means an employee who supervises a section of a process plant by monitoring and controlling gauges and instruments within prescribed limits. He is also responsible for the work of lower level operators;

**“Scale clerk”** means an employee who carries out few of clerical duties by recording all reels from a paper machine on a computer program and direct reels to the correct destination. His responsibility is to operate the scale computer and operating panels such as the lowerator and conveyor panels;

**“Senior Packing Plant Operator”** means an employee who is responsible for all packing plant operations. He is also responsible for job allocation and productivity within the department working on a shift in a process or manufacturing operation;

**“Senior Process Operator”** means an employee who is multi skilled, qualified to operator plant control systems, laboratory, outside plant and packing line;

**“Senior Store man”** means an employee that's Receiving/Despatching and overseeing Stores Multi-skilled Clerks/Cycle Counter on a daily basis;

**“Shift Co-ordinator”** means an employee who effectively manages subordinates for the efficient running of a shift. The employee manages stock in Logistics Department following Standard Operation Procedures. The employee loads and offloads vehicles and then creates

related documents. The employee assists subordinates to receive production from various machines and scan/stock in warehouse;

**“shift”** means any consecutive period of work in the course of a working day, as defined, that has been set by an employer for an employee, but shall not be deemed to include any period of overtime;

**“shift worker”** means an employee who is engaged on shift work in a work place in which two, three or four shifts per day, for five, six or seven days per week are worked;

**“Shunter”** means an employee that assists the Loco Driver with shunting operations at the mill;

**“Slusher / Repulper Operator”** means an employee who produces a secondary fibre stock from broke/purchase pulp;

**“Sorter”** means an employee who performs essentially repetitive tasks which require an elementary appreciation of the sorting process involved;

**“Spliceman”** means an employee who prepares base jumbos for on the run splicing with minimum disruption to coater process by having jumbos ready with well-made splicing tape arrangement. Removes remaining paper from spent spool & transfers spools to paper machine;

**“stand-by”** means a period of time during which an employee who is given prior notice is required to make himself available to report for duty at any time outside his normal working hours irrespective of whether or not he is eventually called in to report for duty outside of his normal working hours;

**“Stock Prep Assistant”** means an employee who assists a Plant Operator in his duties and ensures the Stock Prep equipment is cleaned on a regular basis to ensure efficient operation.

**“Stock Prep Operator”** means receiving chemicals, prepare and supply starch in accordance with the requirements of the operation **“Stock Quality Controller”** means an employee who records the receipt and dispatch of goods. He also issues materials according to requisitions, prepares finished goods for dispatch and ensures that the goods reach their destination in good condition and may assist in stock taking;

**“Storeman”** means an employee who handles the physical receipt of goods inwards and their appropriate storage. He also compiles and dispatches orders in response to requisitions. He may also carry out certain clerical functions such as completion of goods received and goods issued dockets and entry of bin cards or stock cards;

**“Storeman Country Branch”** means an employee who handles the physical receipt of goods inwards and their appropriate storage in a country/distribution branch. He also compiles and dispatches orders in response to requisitions and may also carry out certain clerical functions such as completion of goods received and goods issued dockets and entry of bin cards or stock cards;

**“Storeman Logistics”** handles the physical receipt of goods inwards and their appropriate storage within the logistics function. He also compiles and dispatches orders in response to



requisitions. May also carry out certain clerical functions such as completion of goods received and goods issued dockets and entry of bin cards or stock cards;

**"Stores Issuer/Receiving"** means an employee who handles the physical receipt of goods inwards and their appropriate storage. Compiles and dispatches orders in response to requisitions. He may also carry out certain clerical functions such as completion of goods received and goods issued dockets and entry of bin cards or stock cards;

**"Stores Multi Skilled Clerk"** means an employee who does administrative and clerical procedures and systems such as word processing, managing files and records, and other office procedures. Provide assistance or direction to Mill employees.

**"Structural Plater"** means an employee who sets up, operates, or tends plating or coating machines to coat metal or plastic products with chromium, zinc, copper, cadmium, nickel, or other metal to protect or decorate surfaces;

**"Sunds Assistant"** means an employee who assists the Sunds Operator in normal routine duties and area of activities. He is responsible to place roundels on reels and to operate crimper station, heater presses on a shift basis in such a manner as to produce correctly and neatly wrapped reels;

**"Team leader saw"** means an employee who is responsible for labour control and productivity of a department working on a shift in a process or manufacturing operation. He may supervise on-the-job training for lower level saw operators;

**"Team member"** means an employee who performs reasonably simple tasks using equipment peculiar to industry in team environment under the supervision of a team leader. Basic training is required before job can be performed effectively and some appreciation of specific task's relationship to end product is required for effective performance;

**"temporary employee"** means an employee who is employed on a fixed term contract of employment and excludes an employee employed by a temporary employment service or labour broker;

**"temporary employment service or labour broker"** means a service provided by any person or organisation who, for reward, procures for or provides to a client other persons who –

- (a) render services to, or perform work for, the client; and
- (b) who are remunerated by the temporary employment service, or labour broker and in which such persons are employees of the temporary employment service or a labour broker and the temporary employment service or a labour broker is such persons' employer.

**"Tester"** means an employee who prepares certain test/analyze samples of material by conducting chemical and physical test using specified standard procedures. His responsibility to evaluate all results generated;

**“Tool Room Attendant”** means an employee who maintains mechanical tools (i.e. slitter knives, slitter bushes, etc.) in the rigging workshop;

**“Trade union representative or shop steward”** means a person who is a member of any of the trade unions which are parties to this Agreement and who has been nominated and elected in accordance with their respective constitutions;

**“Transport Co-ordinator”** means an employee that coordinates the shipping/trucking and receiving/distribution of goods, determining when goods will arrive and what time those goods will need to be delivered;

**“Transport drivers”** means the employee who exclusively engaged in driving cars and light motor vehicle to and from various locations to collect and deliver good or documents. He is also responsible for collection and deliveries of the personnel staff or employees as and when required;

**“Transport Supervisor”** means an employee controls the flow of transport into the log yard and inspects incoming loads of timber on road/rail transport to ensure that they comply with requirements;

**“Treated Paper Storeman”** means an employee who handles the physical receipt of goods inwards and their appropriate storage. He also compiles and dispatches orders in response to requisitions. He may also carry out certain clerical functions such as completion of goods received and goods issued dockets and entry of bin cards or stock cards;

**“Truck crew”** means an employee who assists the driver in his duties;

**“Turner Machinist”** Means an employee with a Fitting and Turning trade test Performs specialized service, machining of components and wide range of in area of responsibility to ensure optimum availability and efficiency of equipment;

**“Utilities Sampler”** means an employee who is responsible of taking samples for testing to the Mill laboratory and he is activity is of a routine nature. He is responsible for taking the test on an hourly basis during shift. He is also of an assistant to the Process Controller in carrying out his daily tasks;

**“Turner Machinist”** Means an employee with a Fitting and Turning trade test Performs specialized service, machining of components and wide range of in area of responsibility to ensure optimum availability and efficiency of equipment;

**“VAP Helper”** means an employee who assists with the operation of the Rewinder, Barrier Coater, Laminator, Balers and Precision Slitter.

**“VAP Operator”** means an employee who operates the Rewinder, Barrier Coater, Laminator, and Precision Slitter.

**“wage”** means the amount of money paid or payable to an employee in respect of ordinary hours of work as prescribed in this Agreement or, if they are shorter, the hours an employee ordinarily works in a day or week;

**“Waste Plant Attendant”** means an employee who assist the Waste plant Operator in both normal routine and non-routine duties. He is responsible for cutting bale wires and feeding pulp/broke;

**“Waste Plant Offloading driver”** means an employee who drives light motor vehicle with an intention of offloading bales, broke and reels. His responsibility is to ensure that the repulpers are fed with broke or bales at all times;

**“Welder”** Means an employee with a Welder Trade test who fabricates and repairs metal products using various welding techniques;

**“Wet End Operator”** means an employee who ensures optimal utilisation of paper machine equipment and chemicals within the Wet End area on a shift basis.

**“Wet Laboratory Analyst”** means an employee who conducts routine and non-routine sample analysis and special delivered samples in support of business.

**“Will 1 Operator”** means an employee who operates the Will 1 machine and is responsible for cutting and wrapping of the paper;

**“Will line Assistant”** means an employee who is responsible to assist the Cutter Operator and the Cartonizer Operator in maintaining an efficient cutting operation at the Will Cutter Machine and associated packaging line;

**“Winderman”** means an employee who operates the winder machine. He is responsible for rewinding quality which includes correct reel identification and also responsible for labour control and productivity of a department. This person is at a junior team leader level;

**“Wood and paper sector”** means the activities in the whole of the Republic of South Africa of the following industries:

A. Fibre and Particle Board Sector

“The Fibre and Particle Board Sector” means the manufacture of wood and bagasse-based fibreboard and particleboard panels in both raw and upgraded form, and includes the upgrading of such product by the application of the same and/or other material, and includes activities incidental thereto;

B. Sawmilling Sector

a) The Sawmilling Sector: means the sector concerned with the processing of timber or logs to lumber, beams, planks, baulks, sleepers, wedges or other standard forms by removing the bark, splitting, cutting up, sawing, drying, planning or conversion of such timber or logs in any manner, and includes the treatment of any of the said articles by heat or chemicals where such treatment is carried on in conjunction with any of the aforesaid activities, and includes activities incidental thereto. .

b) manufacture, stock-piling and retailing of wood-wool, boxes, shooks, mine supports, trays, crates, poles, planks, baulks, sleepers, pallets, drum cables, shelves (

excluding cupboards and cabinets) or other articles of which wood constitutes the main component; and includes incidental activities.

c) This sector excludes the following activities where such activities do not take place together with any other activities mentioned in (a)-

- (i) Joinery
- (ii) The manufacture of wagons, carts and boats as covered by the Iron, Steel, Engineering and Metallurgical Industries;
- (iii) The manufacture of coffins;
- (iv) The manufacture of plywood, veneers, veneered boards, laminated boards, block boards, chip boards or any similar products of which wood forms the main component;
- (v) The manufacture of containers or components of containers that are intended or used for the packing or marketing of agricultural products; and
- (vi) Sawmilling as defined in (a) above is not included in the scope of this Bargaining Council when it is carried out in an establishment the principal activity of which is the manufacture of wooden furniture and in which concern the lumber, planks, etc produced from their own saw milling activity are processed further into furniture.

C. Pulp and Paper Sector

"Pulp and paper sector" means the sector concerned with the manufacture of pulp, paper, dissolving pulp and paper board and includes activities, incidental thereto

D. Tissue and Allied Products Sector

Tissue and Allied Products Sector: means the sector concerned with the production or conversion and distribution by the manufacturers, licensees and importers of any of tissue, absorbent, infant and adult and feminine care products of any nature whatsoever including the occupations incidental thereto, whether or not the said occupations and/or operations are carried out separately or collectively and includes, activities, incidental thereto.

E. Paper Distributors Sector

"Paper Distribution Sector" means the sector concerned with the distribution of printers' supplies and other materials utilised by the graphic art industry in general and includes activities incidental thereto.

"working day" shall have the same meaning as the "day" which means the period of 24 hours from midnight to midnight: in the case of a shift worker it means a period of 24 hours reckoned from the time an employee commences work;

**“Workshop Clerk”** means an employee who assists with filing, administration and basic engineering functions in the workshop.

**“Wrapperman /RollWrapper /Wrapping Machine Operator”** means an employee responsible and accountable for the reel finishing operation at the wrapping station on the Wrap line. Selects the correct wrapper width for the reel to be wrapped and responsible for the labelling;

## **PART B: WORKING TIME AND WAGE**

### **4. WAGE AND DETERMINATION OF WAGES**

- 1 The minimum wage for the Pulp and Paper Sector which an employer shall pay an employee falling within the Bargaining Unit shall be. R6 047 .00 per month until the expiry of this Agreement.
- 2 Wages will be calculated in accordance with the Collective Agreement on Conditions of Service for the Pulp and Paper Industry.
- 3 Every employer must pay each employee falling within the bargaining unit a wage increase of 8% across the board on actual rates with effect from the coming into operation of this Agreement until 31 December 2018.
- 4 The wages for employees as calculated in paragraph 3 above will apply until 31 December 2018.
- 5 Any calculation of wages must be based on the hourly rate of the employee's ordinary working hours and any fraction of a cent after completing the calculation must be adjusted to the nearest cent;
- 6 As a result of the different shift configurations in different workplaces and the reduction of working hours to 42 hours per week without loss of pay for employees in the Bargaining Unit and at no additional cost to the Employers in the Industry, the number of hours per week may differ from workplace to workplace, which, in turn, leads to different rates of basic pay per hour for different workplaces.
- 7 The basic hourly wage in each workplace is as calculated and agreed during the reduction to a 42 hour week.
- 8 The basic daily, weekly and monthly wage in each workplace is therefore as calculated during the reduction of working hours to a 42 hour week.

## 5. ORDINARY HOURS OF WORK

1. The ordinary hours of work of an employee shall not exceed an average of forty two (42) hours shift cycle.
2. **Meal intervals:** An employer shall not require or permit an employee to work for more than five (5) hours continuously without an interval. The duration of the meal interval shall be as agreed, during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work or overtime: Provided that-
  - 2.1. If such interval is longer than one (1) hour, any period in excess of one hour and a quarter shall be deemed to be ordinary hours of work;
  - 2.2. Period of work interrupted by an interval of less than half an hour shall be deemed to be continuous.
3. Despite clause 2 above, an employee must be remunerated:
  - 3.1. For a meal interval in which the employee is required to work or is required to be available for work; and
  - 3.2. For any portion of a meal interval that is in excess of seventy- five (75) minutes, unless the employee lives on the premises at which the workplace is situated.
4. By written agreement between the employer and the employee, the employer may:
  - 4.1. Reduce the meal interval to not less than thirty (30) minutes;
  - 4.2. Dispense with a meal interval for an employee who works fewer than six (6) hours on a day.

## 6. OVERTIME

1. All time worked in excess of the number of hours prescribed in respect of a day or a week shall be deemed to be overtime, unless otherwise agreed between an employer and an employee(s).
2. Unless it is otherwise agreed in accordance with a written agreement between the employer and the employee, an employer may not require or permit an employee to work:
  - 2.1. More than ten (10) hours overtime per week.
  - 2.2. More than twelve (12) hours per day.
3. An employer may:
  - 3.1. Pay an employee not less than the employee's ordinary wage for overtime worked and grant an employee at least thirty (30) minutes' time off on full pay for every hour of overtime so worked; or

- 3.2. Grant an employee at least 90 minutes paid time off for each hour of overtime worked
4. An employer must grant paid time off within one (1) month of the employee becoming entitled to it, unless the parties agreed to increase the period contemplated to twelve (12) months.
5. *Limitation of overtime:* An employer shall not require or permit an employee to work overtime for more than ten (10) hours per week, unless it is in accordance with a written agreement between the employer and the employee.

## **7. PAYMENT FOR WORK ON SUNDAYS**

1. Whenever an employee is required to work on a Sunday, an employer must pay an employee who works on a Sunday at double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday.
2. An employee who ordinarily works on a Sunday shall be paid one and one-half times the employee's wage for each hour worked
3. If an employee works less than the employee's ordinary shift on a Sunday and the payment that the employee is entitled to in terms of the above is less than the employee's ordinary daily wage, the employer must pay the employee's ordinary daily wage.
4. Notwithstanding the provisions above, upon a written notice to an employee, an employer may grant such an employee who works on a Sunday paid time-off equivalent to the difference in value between the pay received by the employee for working on the Sunday and the pay that he or she is entitled to in terms of the said sub clauses.
5. Any time worked on a Sunday by an employee who does not ordinarily work on a Sunday is not taken into account in calculating an employee's ordinary hours of work, but is taken in to account in calculating the overtime worked by the employee.
6. If a shift worked by an employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift is deemed to have been worked on the other day.

## **8. CALL-OUT ALLOWANCE**

1. An employer shall pay an employee who has been called out to work:
  - 1.1. On a week day, for the first call-out, four (4) hours at overtime rate.
  - 1.2. If the call-out falls on a Sunday, double time.

2. An employee is also entitled to one (1) hour travelling time at normal rate for a call out of four (4) hours. Should the employee be called for a second call-out within the four (4) hours, an employee will not receive additional remuneration for the four (4) hours; however, the employee will receive an additional one (1) hour travelling time.
3. Should the call-out be after the first four (4) hours, the employee will again be entitled to the rate as stipulated in sub-clause 2 above, whichever is applicable.

## **PART C: LEAVE PROVISIONS**

### **9. ANNUAL LEAVE**

1. An employer shall grant an employee at least twenty- one (21) consecutive day's annual leave on full remuneration in respect of each annual leave cycle.
2. An employee shall be entitled to leave in respect of each completed year of employment at the following rate:
  - 2.1. Fifteen (15) working days, paid leave of absence in the case of an employee who works a five-day week.
  - 2.2. Eighteen (18) working days, paid leave of absence in the case of an employee who works a six-day week.
3. The leave to which an employee is entitled in terms of clauses 1 and 2 above, shall be granted at a time to be fixed by the employer: Provided that:
  - 3.1. If such leave has not been granted earlier; it shall be granted within six (6) months of the completion of the year of employment to which it relates;
  - 3.2. The periods of such leave shall not be concurrent with any period during which an employee is under notice of termination of employment, nor with any period of sick leave.
4. If a public holiday falls within the period of such leave, another day shall in substitution for each such day be added as a further period of leave on full pay
5. An employer may set off against the period of annual leave any days of occasional leave with full pay granted to an employee at the employee's request during the year of employment to which the period of annual leave relates.
6. *Leave pay:* The remuneration in respect of the annual leave referred to above shall be paid not later than on the last work-day before the date of the commencement of such leave or not later than the employee's usual pay day.



**10. PUBLIC HOLIDAYS**

1. All public holidays proclaimed in terms of the Public Holidays Act, 1994 (Act 36 of 1994), shall be recognised as paid public holidays, except where a public holiday falls on a day which is not a normal working day.
2. Every employer shall, in addition to leave prescribed in Clause 1 above, grant to each employee leave on public holidays proclaimed in terms of the Public Holidays Act, 1994 (Act 36 of 1994), provided that an employer may require an employee to work on any such day or days.
3. Whenever, any paid holiday falls on a Sunday, and Monday is gazetted as a public holiday both Sunday and Monday shall be regarded as paid holidays.
4. Whenever any paid holiday falls within the period of annual leave of an employee, his or her period of leave shall be extended by one day for each such paid holiday and he or she shall be paid for each such paid holiday in addition to the leave pay that is due to him or her.
5. Compensation for work on paid holidays: An employer shall pay an employee who works on any public holiday double hourly wage for the total period so worked, unless the employee ordinarily works on a Sunday

**11. ANNUAL BONUS**

1. All qualifying employees who are in service as at end December of each year shall be entitled to a 13<sup>th</sup> cheque as calculated by the respective employers.
2. A pro- rata 13<sup>th</sup> cheque will be paid to employees who have less than one (1) year service at the time of payment.

**12. SICK LEAVE**

1. In this clause "sick-leave cycle" means a period of thirty-six (36) months of employment with the same employer from:
  - 1.1. An employee's commencement of employment; or
  - 1.2. The completion of such employee's previous sick-leave cycle.
2. During every sick-leave cycle, an employee shall be entitled to an amount of paid sick leave equal to the number of days he would normally work during a period of six weeks.
3. During the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked

- 4 Sick leave does not accrue from one sick leave cycle to the next.
- 5 An employer shall pay an employee for a day's sick leave the wage the employee would ordinarily have received for work on that day; and on the employee's usual pay day.
- 6 Proof of illness/incapacity:
  - a. An employer shall not be required to pay an employee for sick leave if such employee has been absent from work for more than two (2) consecutive days or on more than two occasions during an eight-week period and, at the request of the employer, does not produce a medical certificate stating that he was unable to work for the duration of his absence on account of sickness or injury.
  - b. The medical certificate shall 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.

### 13. MATERNITY LEAVE

- 1 An employee is entitled to at least four consecutive months' maternity leave.
- 2 An employee may commence maternity leave
  - a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
  - b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
- 3 No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- 4 An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.
- 5 An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
  - a) commence maternity leave; and
  - b) return to work after maternity leave.
- 6 Notification in terms of sub clause 5 must be given—
  - a) at least four weeks before the employee intends to commence maternity leave; or

- b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- 7 The payment of maternity benefits will be determined by the Minister subject to the provisions of the Unemployment Insurance Act, 1966 (Act No. 30 of 1966).
- 8 Protection of employees before and after birth of a child
- 9 No employer may require or permit a pregnant employee or an employee who is nursing her child to perform work that is hazardous to her health or the health of her child
- 10 During an employee's pregnancy, and for a period of six months after the birth of her child, her employer must offer her suitable, alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if—
  - 10.1 the employee is required to perform night work, as defined in section 17(1) of the BCEA or
  - 10.2 her work poses a danger to her health or safety or that of her child; and
  - 10.3 it is practicable for the employer to do so.

#### **14. FAMILY RESPONSIBILITY LEAVE**

- 1. Family responsibility leave applies to an employee who has been in employment with an employer for longer than four (4) months.
- 2. An employer shall grant an employee during each annual leave cycle at the request of an employee, a total of five (5) days paid leave, which an employee is entitled to take, either when:
  - 2.1. The employee's child is born;
  - 2.2. The employee's child is sick;
  - 2.3. The employee's spouse or life partner is sick;
  - 2.4. In the event of death of:
    - 2.4.1. The employee's spouse or life partner; or
    - 2.4.2. The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild, sibling, mother and father in law.
- 3. An employee shall provide satisfactory proof of each occurrence in the form of a death, medical or birth certificate to his employer.

4. An employee's unused entitlement to Family Responsibility Leave lapses annually and may not be accrued.

#### **15. STUDY LEAVE**

- 1 An employer shall grant his/her employee paid study leave of not less than three (3) days per subject, up to a maximum of twelve (12) days per year, subject to the following conditions:
  - 1.1 The course of study shall be approved by the employer as being relevant and appropriate to the employee's field of employment, and/or the employees' personal development plan;
  - 1.2 The study leave granted shall include the day on which the examination is written.

#### **16 DISASTER LEAVE**

- 1 In the event of a natural disaster which has been declared as such by the relevant sphere of Government, affected employees will be entitled to 4 days paid disaster leave.

### **PART D: NOTICE PERIOD AND PAYMENTS ON TERMINATION OF EMPLOYMENT**

#### **19. NOTICE ON TERMINATION OF EMPLOYMENT**

1. An employer or an employee may terminate the contract of employment for any cause recognised by law as being sufficient, of not less than:
  - 1.1. One (1) week, if the employee has been employed for six (6) months or less.
  - 1.2. Two (2) weeks, if the employee has been employed for more than six (6) months, but not more than one (1) year.
  - 1.3. Four (4) weeks, if the employee has been employed for one (1) year or more.
2. Notice of termination of a contract of employment shall be given in writing, except where it is given by an illiterate employee.
3. If an employee who receives notice of termination is not able to understand it, the notice must be explained orally by, or on behalf of, the employer to the employee in an official language the employee reasonably understands.
4. Notice of termination of a contract of employment given by an employer must:

- 4.1. Not be given during any period of leave to which the employee is entitled to; and
- 4.2. Not run concurrently with any period of leave to which the employee is entitled to, except sick leave.
- 5. Nothing contained in the clauses above shall affect:
  - 5.1. The right of an employer or an employee to terminate the contract of employment without notice for any cause recognised by law as sufficient; or
  - 5.2. The right of an employee to dispute the lawfulness or fairness of the dismissal in terms of any law.

## **20. PAYMENTS ON TERMINATION OF EMPLOYMENT**

- 1. Termination of employment, an employer must pay an employee:
  - 1.1. For any paid time off that the employee is entitled to and that the employee has not taken;
  - 1.2. Remuneration for any period of annual leave that the employee has not taken.
  - 1.3. Any other remuneration that is owing to the employee
  - 1.4 remuneration not later than seven days after—
    - (a) the completion of the period for which the remuneration is payable; or
    - (b) the termination of the contract of employment.

## **21. CERTIFICATE OF SERVICE**

- 1. On termination of employment, an employee is entitled to a certificate of service stating:
  - 1.1. The employee's full name;
  - 1.2. The name and address of the employer;
  - 1.3. The nature of employment;
  - 1.4. The dates of commencement and termination of the contract;
  - 1.5. The rate of remuneration at the date of such termination; and
  - 1.6. If the employee so requests, the reason for termination of employment.

## **22. SEVERANCE PAY**

- 1. Severance pay in the case of dismissals for operational reasons (retrenchments) will be calculated at the rate of two weeks basic wages for every year of completed service.

**PART E: GENERAL PROVISIONS****23. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING**

1. An employer shall supply free of charge such uniforms, overalls, gumboots, caps, hard hats or other protective clothing that he is required by any law to provide to his employee, or that his employee is required by any law to wear.
2. Any such protective clothing that has been provided to an employee free of charge shall remain the property of the employer.

**PART F: DISPUTE RESOLUTION****24. DISPUTES ABOUT THE APPLICATION, INTERPRETATION AND ENFORCEMENT OF THIS COLLECTIVE AGREEMENT****24. DISPUTE RESOLUTION PROCEDURE**

- (1) In the event of a dispute arising about the interpretation or application of the collective agreement the parties to the dispute must:-
  - (a) first refer the dispute to the Council for conciliation, if the dispute remains unresolved, any party to the dispute may request that the dispute be through arbitration.
  - (b) The party who refers the dispute to the Council must satisfy it that the referral has been served on all the other parties to the dispute;
- (2) If a dispute is referred to the Council, the Council must attempt to resolve the dispute:
  - (a) through conciliation; and
  - (b) if the dispute remains unresolved after conciliation, the Council must arbitrate the dispute if:-
    - (i) the Labour Relations Act requires arbitration and any party to the dispute has requested that it be resolved through arbitration; or
    - (ii) all the parties to the dispute consent to arbitration under the auspices of the Council.
- (3) The dispute resolution procedure, as per Annexure A deals with the process in this Agreement.

**PART G: ENFORCEMENT AND ADMINISTRATION****25. ADMINISTRATION AND ENFORCEMENT OF AGREEMENT**

- 1 The Council shall be responsible to monitor and enforce compliance with the provisions of this agreement in terms of section 33A of the Act.  
The Council may appoint agent/s to assist in giving effect to the terms of this Agreement.  
The Council may also request the Minister of Labour in terms of the provisions of section 33 of the Act to appoint one or more specified persons as designated agents to assist in enforcing the terms of the Agreement.
- 4 It shall be the duty of the employer to permit such designated agents to enter his or her establishment and to institute such enquiries and to examine such documents, books, salary/wage advices, pay envelopes and pay tickets and to question such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being complied with.
- 5 A designated agent must perform any other functions that are conferred or imposed to it by the Council.
- 6 Designated agents must report all disputes concerning compliance with any provision of this Agreement to the General Secretary of the Council.

**PART H: EXEMPTION****26. EXEMPTION FROM THE PROVISIONS OF THIS AGREEMENT**

- 1 Any person bound by this Agreement may apply for exemption.
- 2 The authority of the Bargaining Council is to consider applications for exemptions and grant exemptions.
- 3 The *Bargaining Council* must determine its exemptions policy and process all exemptions applications in terms of this policy.
- 4 All applications for exemption shall be made in writing on the appropriate application form, obtained from the *Bargaining Council*, setting out relevant information, including:
  - (a) The provisions of the *agreement* in respect of which exemption is sought;

- (b) The number of persons in respect exemption is sought;
  - (c) The reasons why the exemption is sought;
  - (d) The nature and size of the business in respect of which the exemption is sought;
  - (e) The duration and timeframe for which the exemption sought;
  - (f) The business strategy and plan of the applicant seeking the exemption;
  - (g) The applicant's past record (if applicable) of compliance with the provisions of the Collective Agreement, its amendments and exemptions certificate;
  - (h) The recorded views expressed by the trade union or workforce itself during the plant level consultation process; and
  - (i) Any other relevant supporting data and financial information the *Council* may prescribe from time to time.
- 5 An exemption application in respect of a term or provision in a *Collective Agreement*:
- (a) Concluded in the *Council* that applies in the Pulp and Paper Sector/*Industry* must be considered by an exemptions body appointed by the *Council* for Pulp and Paper Sector/*Industry*;
- 6 The Bargaining Council shall decide on an application for exemption within 30 days of receipt.
- 7 Upon receipt of an application by the Bargaining Council, it shall immediately refer the application to the exemptions body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- 8 An exemption body appointed by the *Council* may request additional information from an applicant applying for exemption.
- 9 In scrutinising an application, the Exemption Body or the Independent Exemptions Body will consider the details of the application, the views expressed by the trade union or workforce, affected employers, any other representations received in relation to the application, and the factors and criteria as listed in clause 15 below.



- 10 The *Secretary* must advise the applicant in writing of the decision of the exemptions body within 15 days from the date of the decision, failing which the *Bargaining Council* is deemed to have refused the application for exemption.
- 11 In the event of the exemptions body granting, partially granting or refusing to grant an application, the applicant shall be informed for the reasons for the decision and have the right to appeal in writing on the appropriate appeal application form against the decision to the Independent Body, established by the Bargaining Council within 21 days from the date of being informed of the outcome.
- 12 In terms of section 32(3)(e) of the Act, the Bargaining Council must establish an Independent Body to hear and decide as soon as possible any appeal brought against the exemptions body's refusal of a non-party's application for exemption from the provisions of a collective agreement by the exemptions body or withdrawal of an exemption by the Bargaining Council.
- 13 The Independent Body shall hear and decide and inform the applicant and the *Bargaining Council* as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body.
- 14 No representative, office-bearer, or official of trade union or employers' organisations party to the Bargaining Council, may be a member of, or participate in the deliberations of, the Independent Body established by the Bargaining Council.
- 15 When considering an application, the Exemption Body or, the Independent Body whichever the case may be must consider, in addition to clause 9, the following:
  - (a) Whether the granting of the exemption or appeal will prejudice the objectives of the *Bargaining Council* or contravene the provisions of any labour legislation or *Collective Agreements*;
  - (b) The circumstances prevailing in the *Industry* likely to be affected by the application and / or the interest of the Industry regarding unfair competition, collective bargaining, potential for labour unrest and increased employment;
  - (c) The nature and size of the business in respect of which the application is made;

- (d) Whether the duration of the exemption or appeal is for a limited or specified period;
- (e) Any representations made by the employees likely to be affected by the application and interest of employee's as regard exploitation, job preservation, sound conditions of employment, possible financial benefits, health and safety of workers and infringement of basic rights;
- (f) Whether the business strategy and plan presented by the applicant demonstrates that the granting of the exemption or appeal will make a material difference to the long-term viability of the business in respect of which the exemption or appeal is sought;
- (g) Whether a refusal to grant an exemption or appeal will result in undue financial hardship to the applicant, financial instability, impact on productivity, future relationship with the employees' trade union and operational requirements;
- (h) Whether the granting of the exemption or appeal will undermine collective bargaining and be likely to cause undue financial hardship to the employees affected;
- (i) Whether the granting of the exemption or appeal will impact negatively on parity agreements;
- (j) Whether the granting of the exemption or appeal will impact negatively on local competitors who are complying with *Collective Agreements*; and
- (k) Whether the employees or their representatives have been consulted and their views recorded, and / or any agreement reached between the applicant and the workforce.
- (l) Any other relevant supporting data and financial information as prescribed by the Bargaining Council and supplied by the applicant.

- 16 In the event of the Independent Body granting, partially granting or refusing the grant the appeal, the applicant shall be informed in writing of the reasons for the decision within 21 days from the date of the decision.
- 17 The decision of the Independent Body is final and binding upon the applicant and the *Bargaining Council*.
- 18 If an exemption or appeal is granted or partially granted, the Exemptions Body or the Independent Body, shall issue a certificate, signed by Secretary, containing the following particulars:
- (a) The full name of the applicant(s) or enterprise concern;
  - (b) The trade name;
  - (c) The provisions of the Agreement from which exemption or appeal has been granted;
  - (d) The period for which the exemption or appeal shall operate;
  - (e) The date of issue and from which day the exemption or appeal shall operate;
  - (f) The condition(s) of the exemption or appeal granted; and
  - (g) The area in which the exemption or appeal applies.
- 19 An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at the workplace.
- 20 The Secretary must maintain a register of all exemption and appeal certificates granted, partially granted or refused.

## **PART I: ANCILLARY PROVISIONS**

### **27. OCCUPATIONAL CATEGORIES**

The following occupational categories shall be covered by the scope of this agreement;


<b>JOB TITLE</b>	<b>TASK GRADE</b>	<b>PEROMNES</b>	<b>PATTERSON</b>
General Worker	1	18	A1
Filing Clerk	1	17	A2
Stores Issuer/Receiving	3	17	A2

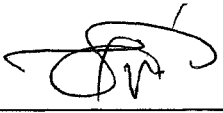
Relief operator	3	16	A3
Access Controller	4	15	B1
Artisan Assistant	4	15	B1
Baleman	4	15	B1
Boiler Operator Assistant	4	15	B1
Coal Handler	4	15	B1
Component Controller	4	15	B1
Corecutter	4	15	B1
Cutter Feeder	4	15	B1
Greaser	4	15	B1
Lister	4	15	B1
Manipulator Operator	4	15	B1
Milling operator	4	15	B1
Operator Line	4	15	B1
Pulper Operator	4	15	B1
Raumaster Operator	4	15	B1
Sorter	4	15	B1
Spliceman	4	15	B1
Stock Prep Assistant	4	15	B1
Workshop Clerk	4	15	B1
Wrapperman/Roll Wrapper	4	15	B1
Administrative Clerk	5	14	B2
Boiler Attendant	5	14	B2
Chipper Operator	5	14	B2
Crane Operator	5	14	B2
Driver/Storeman	5	14	B2
Engineering Administrator	5	14	B2
Forklift Driver	5	14	B2
Knife Grinder	5	14	B2
Knife Helper	5	14	B2
Layboy Operator	5	14	B2
Order Fulfillment Representative	5	14	B2
Order Picker – country branch	5	14	B2
Order Picker – logistics	5	14	B2
Packing Plant Operator	5	14	B2
Quality Analyst	5	14	B2
Shunter	5	14	B2
Storeman	5	14	B2
Board Grader	6	13	B3
Boiler Operator	6	13	B3
Component Controller	6	13	B3
Croc Operator	6	13	B3

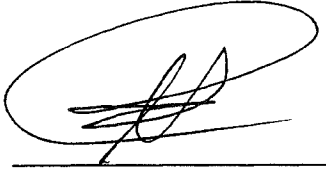
Data Capturer	6	13	B3
Despatch Clerk	6	13	B3
Dryerman	8	13	B3
Dryer Operator	6	13	B3
Front End Loader Driver	6	13	B3
Heavy Duty Driver	6	13	B3
Laboratory Supervisor	6	13	B3
Lubricator	6	13	B3
Order Intake Representative	6	13	B3
Process Operator	6	13	B3
Rewinderman	6	13	B3
Saw Operator- Country Branch	6	13	B3
Storeman: country branch	6	13	B3
Telephonist	6	13	B3
Wet End Operator	6	13	B3
Wet Laboratory Analyst	6	13	B3
Winder Helper	6	13	B3
Administrative Clerk-General	7	12	B4
Artisan Alde	7	12	B4
Assistant Winderman	7	12	B4
Board Gdger Operator	7	12	B4
Laboratory Supervisor	6	13	B3
Chargehand Logistics	7	12	B4
Clarification Plant Operator	7	12	B4
Despatcher	7	12	B4
Driver Loco	7	12	B4
Dryer Operator	7	12	B4
Clarification Plant Operator	7	12	B4
FIS Operator	7	12	B4
HR Administrator	7	12	B4
Light Motor Vehicle Driver	7	12	B4
Planned Maintenance Clerk	7	12	B4
Press Operator	7	12	B4
Quality Analyst	7	12	B4
Senior Process Operator	7	12	B4
Stock Quality Controller	7	12	B4
Winderman	7	12	B4
Coating Plant Operator	8	11	B5
Colour Kitchen Operator	8	11	B5
Handyman	8	11	B5
Laboratory Technician	8	11	B5
Post Form Operator	8	11	B5

Boilerhouse Senior Operator	10	10	C2
Boilermaker	10	10	C2
CAD Operator	10	10	C2

THUS DONE AND SIGNED AT JOHANNESBURG ON THIS THE 12<sup>th</sup> DAY OF  
April.....2016.

  
\_\_\_\_\_  
Mr. D. Ngubane  
Chairperson of Council

  
\_\_\_\_\_  
Mr. T.V. Mhlongo.  
Vice-Chairperson of Council

  
\_\_\_\_\_  
Mr. L. Dlamini  
General Secretary of Council

## ANNEXURE "A"

## CONCILIATION AND ARBITRATION GUIDELINES

1. Introduction
  - 1.1 These guidelines deal with the manner in which the Council and its conciliators conduct conciliation proceedings.
2. Purpose of guidelines
  - 2.1 The purpose of these guidelines are -
    - (a) to inform users of the Council's conciliation process of the policies and procedures adopted by the Council in conciliation;
    - (b) to help Conciliators perform their functions; and
    - (c) to promote consistency in the Council's approach to conciliation proceedings.
  - 2.2 These guidelines are drawn from the Commission for Conciliation Mediation and Arbitration's (C.C.M.A.) best practice, the decisions of Commissioners of the CCMA, the courts, and the law.
3. Applications for condonation
  - 3.1 An unfair dismissal dispute must be referred to the Council within 30 days of the date of dismissal. If the 30-day time limit has expired, the dismissed Employee must apply to the Council for condonation, that is, permission to refer the dispute after the 30-day time limit has expired.

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.

If at any time the Council becomes aware that the dispute was referred outside the 30-day time period, the Council may call on the applicant to apply for condonation.
  - 3.4 The application must include a signed statement that explains the reasons for the delay and deals with each of the considerations set out in paragraph 3.8 below.

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.

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.

The applicant may reply to the other party's response within seven (7) calendar days of receiving it. The applicant must serve the reply on the other parties to the dispute and then file it with the Council.
  - 3.8 The Conciliator must consider the application and any representations of the parties and must grant condonation to the applicant if there are good grounds for doing so. The Conciliator must consider the following: -
    - (a) *the degree of lateness.* If the referral is only a few days late, this may weigh in favour of condonation;
    - (b) *the degree of fault* of the referring party or his/her authorised representative. If the referral was late due to a circumstance beyond the control of the applicant, this may weigh in favour of condonation;
    - (c) *the reasonableness of the explanation.* If the explanation is improbable, this should weigh against condonation;

- (d) *prejudice to the other parties to the dispute;*
  - (e) *prospects of success.*
- 4. Province in which dispute is to be conciliated
  - 4.1. A dispute should be conciliated in the province in which the dispute arose.
  - 4.2. The Council may arrange for conciliation to be held telephonically if in its opinion the circumstances justify this and it is practicable to do so.
- 5. Jurisdictional disputes
  - 5.1. The policy of the Council is to discourage legal technicalities and to promote dispute resolution in the interests of social justice and labour peace. Accordingly its policy is not to determine jurisdictional disputes at conciliation.
  - 5.2. If a party objects to the jurisdiction of the Council the conciliator may-
    - (a) conciliate the dispute on the basis that attendance and participation of all parties is without prejudice; or
    - (b) issue a certificate stating that the dispute has not been resolved.
- 6. Discretion to assume jurisdiction
  - 6.1. If at any time the Council becomes aware that the dispute could have been resolved by another Bargaining Council, an accredited agency or in terms of a collective agreement the Council may, in terms of section 147 of the LRA
    - (a) exercise its discretion to assume jurisdiction;
    - (b) refer the dispute to the appropriate person or body for resolution.
  - 6.2. In determining whether or not to assume jurisdiction in terms of section 147, the Council must be guided by whether:
    - (a) the referral is an attempt to by-pass agreed or statutory procedures;
    - (b) substantial injustice will be done by referring the dispute to the appropriate person or body for resolution;
    - (c) the Council has jurisdiction.
  - 6.3. If the Council declines jurisdiction it must give the parties brief reasons for its decision and advise the parties as to the appropriate person or body for resolving the dispute.
- 7. Failure to attend conciliation proceedings
  - 7.1. If the applicant party attends a scheduled conciliation meeting and the responding party does not, the Conciliator may-
    - (a) postpone the conciliation; or
    - (b) issue a certificate that the dispute has not been resolved.
 Before issuing a certificate the Conciliator must be satisfied that the parties have received adequate notice of the place, date and time of the scheduled conciliation.
  - 7.2. If the applicant party does not attend a scheduled conciliation meeting and the responding party does, the Conciliator may-
    - (a) postpone the proceedings; or
    - (b) dismiss the referral.
 Before deciding to dismiss the referral, the Conciliator must be satisfied that the parties have received adequate notice of the place, date and time of the scheduled conciliation. If the referral has been dismissed, the Council must notify the parties that the referral has been dismissed.
  - 7.3. If a referral has been dismissed because a party did not attend a scheduled conciliation, the applicant party may refer the dispute to the Council again under a fresh dispute referral form. If the dispute being referred is about the fairness of a dismissal, and if the 30-day time limit for referral has expired, the party must apply for condonation in terms of paragraph 3 above.
- 8. Representation at conciliation proceedings
  - 8.1 A party to a dispute may be represented only: -
    - (a) by a co-Employee; or
    - (b) by a member, an office bearer or official of that party's trade union or



Employers' organisation; and

(c) if the party is a juristic person, by a director or an Employee.

If a party objects to a representative or the Conciliator is of the opinion that a representative is not authorised, the Conciliator must decide whether that representative may attend.

A dispute about the status and entitlement of a representative is a factual dispute. The Conciliator may call upon any person to demonstrate why he or she should be admitted as a representative. The Conciliator may request documentation, such as the constitution, pay-slips, the contract of employment, the prescribed form listing the directors of a company, recognition agreements. Representatives must be prepared to tender evidence in support of their status.

9. Applications for postponement

9.1 The Council may, on application, postpone a conciliation hearing only in special circumstances. This policy is based on the fact that the Act emphasises expeditious dispute resolution and postponement inevitably causes delay.

9.2 The Council will not allow matters to be postponed unless –

- (a) there is good reason to do so ;
- (b) the application is in good faith;
- (c) the application is made as soon as practicable; and
- (d) the other parties to the dispute are not unduly prejudiced.

9.3 If a postponement will result in expiry of the 30-day period allowed for conciliation (In s135), the party seeking the postponement must furnish the Council with written proof that the parties have agreed to extend the 30-day period.

10. Impartiality of Commissioners

10.1. A Conciliator must be independent, and must be seen to be independent. The Conciliator should disclose any interest or relationship that is likely to affect their impartiality or which might create a perception of partiality.

10.2 After disclosure, a Conciliator may conciliate if both parties so desire but should withdraw if he or she believes that a conflict of interest exists irrespective of the view expressed by the parties.

10.3 If a party objects to a Conciliator conciliating the dispute, the Conciliator should not withdraw if he or she determines that the reason for the objection is not substantial and he or she can nevertheless act impartially and fairly, and that withdrawal would cause unnecessary delay or would be contrary to the ends of justice.

10.4 Conciliators must conduct themselves in a way to avoid any inference of bias.

11. Conclusion

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

**DEPARTMENT OF LABOUR****NO. R. 710****10 JUNE 2016****LABOUR RELATIONS ACT, 1995****APPLICATION FOR VARIATION OF REGISTERED SCOPE OF A BARGAINING COUNCIL**

I, **MALIXOLE NTLEKI**, Acting Registrar of Labour Relations, hereby, in terms of section 58(1) of the Labour Relations Act, 1995, give notice that an application for the variation of its registered scope has been received from the **Furniture Bargaining Council**.

Particulars of the application are reflected in the subjoined table.

Any person may object to the application on any or all of the following grounds:

- (a) the application has not complied with the provisions of section 29 of the Act, read with the changes required by the context ;
- (b) the sector and area in respect of which the application is made is not appropriate; and
- (c) the application is not sufficiently representative in the sector and area in respect of which the application is made.

Any person who object must lodge his/her written objection with me, c/o the Department of Labour , Laboria House, 215 Francis Baard Street, Pretoria (postal address: Private Bag X 117, Pretoria,001) within 30 days of the date of this notice. A copy of the objective must be served on the applicant within the said period and I must be satisfied that a copy of the objection has been served on the application

The applicant may respond to the objection within 14 days of the expiry of the 30 day period mentioned above and must satisfy me that a copy of the response has been served on the person who objected within the 14-day period.

**TABLE**

**Name of the bargaining council:** Furniture Bargaining Council

**Address of the bargaining council:**

Furniture Bargaining Council  
North Block, 39 Empire Road, Park Town Extension Johannesburg  
P O Box 32789, BRAAMFONTEIN; 2017  
Tel: 011 242 9200

**Date on which application was lodged:** 6 May 2016

**Intention of the application**

The intention of the application is to vary the scope of the council to insert additional wording to expand the definition of the Furniture, Bedding and Upholstery Manufacturing Industry.

**Interest in respect of which the application is made:**

The Furniture, Bedding and Upholstery Manufacturing Industry, as defined hereunder, in the Provinces of Gauteng, North West, Mpumalanga, Limpopo and Free State.

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

**1. Furniture**

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

**2. Bedding**

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

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

**3. Upholstery**

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

**Representativeness of the Council:**

Total number of employees falling within the new scope of the Council and who belong to the trade unions which are party to the Council:

**8 544**

Total number of employers falling within the new scope of the council and who belong to the employers' organization which is a party to the council:

**435**

Total number of the employers within the new scope of the Council:

**1 049**

Total number of employees employed within the new scope of the Council by the employers who belong to the employers' organization which is a party to the Council:

**11 351**

Total number of the employees employed within the new scope of the council

**16 984**



.....  
**ACTING REGISTRAR OF LABOUR RELATIONS**

20/05/2016

NO. R. 711

SOUTH AFRICAN REVENUE SERVICE

10 JUNE 2016

## CUSTOMS AND EXCISE ACT, 1964.

## AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1541)

In terms of section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.



M JONAS  
DEPUTY MINISTER OF FINANCE

## SCHEDULE

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty			
				General	EU	EFTA	SADC
3701.30.25	0	-- Offset duplicating masters and lithographic plates, of aluminium	m <sup>2</sup>	free	free	free	free

**DOEANE- EN AKSYNSWET, 1964.**  
**WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1541)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.



**M JONAS**  
**ADJUNKMINISTER VAN FINANSIES**

**BYLAE**

Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg			
				Algemeen	EU	EFTA	SAOG
3701.30.25	0	-- Vlakdrukstamkopieë en litografiese plate van aluminium	m <sup>2</sup>	vry	vry	vry	vry

NO. R. 712

10 JUNE 2016

**CUSTOMS AND EXCISE ACT, 1964.**  
**AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1/1542)**

In terms of section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

  
**M JONAS**  
 DEPUTY MINISTER OF FINANCE

**SCHEDULE**

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty			
				General	EU	EFTA	SADC
7208.10	5	- In coils, not further worked than hot-rolled, with patterns in relief	kg	10%	free	free	free
7208.25	1	-- Of a thickness of 4,75 mm or more	kg	10%	free	free	free
7208.26	8	-- Of a thickness of 3 mm or more but less than 4,75 mm	kg	10%	free	free	free
7208.27	4	-- Of a thickness of less than 3 mm	kg	10%	free	free	free
7208.36	2	-- Of a thickness exceeding 10 mm	kg	10%	free	free	free
7208.37	9	-- Of a thickness of 4,75 mm or more but not exceeding 10 mm	kg	10%	free	free	free
7208.38	5	-- Of a thickness of 3 mm or more but less than 4,75 mm	kg	10%	free	free	free
7208.39	1	-- Of a thickness of less than 3 mm	kg	10%	free	free	free
7208.53	2	-- Of a thickness of 3 mm or more but less than 4,75 mm	kg	10%	free	free	free
7208.54	9	-- Of a thickness of less than 3 mm	kg	10%	free	free	free
7208.90	1	- Other	kg	10%	free	free	free
7211.13	1	-- Rolled on four faces or in a closed box pass, of a width exceeding 150 mm and a thickness of not less than 4 mm, not in coils and without patterns in relief	kg	10%	free	free	free
7211.14	8	-- Other, of a thickness of 4,75 mm or more	kg	10%	free	free	free
7211.19	1	-- Other	kg	10%	free	free	free
7225.30	9	- Other, not further worked than hot-rolled, in coils	kg	10%	free	free	free
7226.91	6	-- Not further worked than hot-rolled	kg	10%	free	free	free

**SOUTH AFRICAN REVENUE SERVICE**



**DOEANE- EN AKSYNSWET, 1964.**  
**WYSIGING VAN BYLAE NO. 1 (NO. 1/1/1542)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.

  
**M. JONAS**  
 ADJUNKMINISTER VAN FINANSIES

**BYLAE**

Deur die vervanging van die volgende:

Pos / Subpos	TS	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg			
				Algemeen	EU	EFTA	SAOG
7208.10	5	- In rolle, nie verder bewerk as warmgewals nie, met verhewe patrone	kg	10%	vry	vry	vry
7208.25	1	-- Met 'n dikte van meer as 4,75 mm	kg	10%	vry	vry	vry
7208.26	8	-- Met 'n dikte van minstens 3 mm maar minder as 4,75 mm	kg	10%	vry	vry	vry
7208.27	4	-- Met 'n dikte van minder as 3 mm	kg	10%	vry	vry	vry
7208.36	2	-- Met 'n dikte van meer as 10 mm	kg	10%	vry	vry	vry
7208.37	9	-- Met 'n dikte van 4,75 mm of meer, maar hoogstens 10 mm	kg	10%	vry	vry	vry
7208.38	5	-- Met 'n dikte van 3 mm of meer, maar minder as 4,75 mm	kg	10%	vry	vry	vry
7208.39	1	-- Met 'n dikte van minder as 3 mm	kg	10%	vry	vry	vry
7208.53	2	-- Met 'n dikte van minstens 3 mm maar minder as 4,75 mm	kg	10%	vry	vry	vry
7208.54	9	-- Met 'n dikte van minder as 3 mm	kg	10%	vry	vry	vry
7208.90	1	- Ander	kg	10%	vry	vry	vry
7211.13	1	-- Op vier kante of in 'n geslote kaswalsery gewals, met 'n wydte van meer as 150 mm en met 'n dikte van minstens 4 mm, nie in rolle nie en sonder verhewe patrone	kg	10%	vry	vry	vry
7211.14	8	-- Ander, met 'n dikte van 4,75 mm of meer	kg	10%	vry	vry	vry
7211.19	1	-- Ander	kg	10%	vry	vry	vry
7225.30	9	- Ander, nie verder bewerk as warmgewals nie, in rolle	kg	10%	vry	vry	vry
7226.91	6	-- Nie verder bewerk as warmgewals nie	kg	10%	vry	vry	vry

NO. R. 712

SUID-AFRIKAANSE INKOMSTEDIENS

10 JUNIE 2016

STAATSKOERANT, 10 JUNIE 2016

No. 40059 121

NO. R. 713

SOUTH AFRICAN REVENUE SERVICE

10 JUNE 2016

**CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 3 (NO. 3/1/717)**

In terms of section 75 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.



**M JONAS**  
DEPUTY MINISTER OF FINANCE

**SCHEDULE**

By the insertion of the following:

Rebate Item	Tariff Heading	Rebate Code	CD	Description	Extent of Rebate
311.40	5513.21	01.06	66	Woven fabrics of polyester staple fibres, containing 60 per cent or more by mass of such fibres but not exceeding 70 percent, mixed mainly or solely with cotton, containing yarns with a dtex of 115 but not exceeding 145, of a mass exceeding 100 g/m <sup>2</sup> but not exceeding 119 g/m <sup>2</sup> , dyed, plain weave, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission may allow by specific permit for the manufacture of shirts classifiable in tariff headings 62.05 and 62.06	Full duty

**DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 3 (NO. 3/1/717)**

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 3 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangetoon.



**M JONAS  
ADJUNKMINISTER VAN FINANSIES**

**BYLAE**

Deur die invoeging van die volgende:

Kortingitem	Tariefpos	Kortingkode	TS	Beskrywing	Mate van Korting
311.40	5513.21	01.06	66	Weefstowwe van poliësterstapelvesels, wat, volgens massa, meer as 60 persent van sodanige vesels bevat maar hoogstens 70 persent, hoofsaaklik of slegs met katoen gemeng met n dtex van minstens 115 maar hoogstens 145, met n massa van meer as 100 g/m <sup>2</sup> maar hoogstens 119 g/m <sup>2</sup> , gekleur, met 'n effebinding, indeelbaar in tariefsubpos 5513.21 in dié hoeveelhede en op dié tye en onderhewig aan sodanige voorwaardes wat die Internasionale Handelsadministrasiekommissie, by bepaalde permit mag toelaat vir die vervaardiging van hemde indeelbaar in poste 62.05 en 62.06	Volle reg