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GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 278

5 March 1999

LABOUR RELATIONS ACT, 1995

FURNITURE, BEDDING AND UPHOLSTERY INDUSTRY BARGAINING COUNCIL, GREATER NORTHERN REGION (FBUIBC GNR): EXTENSION OF COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Furniture, Bedding and Upholstery Industry Bargaining Council, Greater Northern Region, 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 15 March 1999 and for the period ending 30 June 1999.

M. M. S. MDLADLANA

Minister of Labour

No. R. 278

5 Maart 1999

WET OP ARBEIDSVERHOUDINGE, 1995

MEUBEL-, BEDDEGOED- EN STOFFERINGSNYWERHEID BEDINGINGSRAAD, GROTER NOORDELIKE STREEK: UITBREIDING VAN KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995 dat die kollektiewe ooreenkoms wat in die Bylae hierby verskyn en wat in die Meubel-, Beddegoed- en Stofferingsnywerheid Bedingingsraad, Groter Noordelike Streek, aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 15 Maart 1999, en vir die tydperk wat op 30 Junie 1999 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

Nota: 'n Afrikaanse vertaling van die Ooreenkoms by die Engelse kennisgewing is op aanvraag beskikbaar by die Bedingingsraad.

SCHEDULE**FURNITURE, BEDDING AND UPHOLSTERY INDUSTRY BARGAINING COUNCIL,
GREATER NORTHERN REGION****COLLECTIVE AGREEMENT**

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

Transvaal Furniture, Bedding and Upholstery Manufacturers' Association (TFBUMA)
and

Curtain Makers and Allied Products Association (CMAPA)

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

National Union of Furniture and Allied Workers of South Africa (NUFAWSA)

and

Paper, Printing, Wood and Allied Workers Union (PPWAWU)

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

being the parties to the Furniture, Bedding and Upholstery Industry Bargaining Council, Greater Northern Region.

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**DISPUTE RESOLUTION PROCEDURE FOR THE INTERPRETATION,
APPLICATION OR ENFORCEMENT OF COLLECTIVE AGREEMENTS ENTERED
INTO THROUGH THE FURNITURE, BEDDING AND UPHOLSTERY INDUSTRY
BARGAINING COUNCIL**

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CHAPTER 4

MINIMUM WAGES AND GRADINGS

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SCHEDULE 2

SPECIFIED MINIMUM WAGES

CHAPTER 1

1. SCOPE OF APPLICATION

1.1 The terms of this Agreement shall be observed in the Furniture, Bedding and Upholstery Industry, Greater Northern Region –

1.1.1 by all employers who are members of the employers' organisations and by all employees who are members of the trade unions, and who are engaged or employed in the Furniture, Bedding and Upholstery Industry, respectively;

1.1.2 in the Province of the Transvaal as it existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), and in the Magisterial District of Vryburg as it was constituted as at 24 June 1960.

- 1.2 Notwithstanding the provisions of clause 1.1 the provisions of this Agreement-
- 1.2.1 apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees;
 - 1.2.2 apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or the Manpower Training Amendment Act, 1990, or any contracts entered into or any conditions fixed thereunder; and
 - 1.2.3 be subject to the provisions of the Determination by the Court, dated 30 October 1984, in the matter between the Industrial Councils for the Furniture and Bedding Manufacturing Industry, Transvaal and Natal, and the Industrial Councils for the Building Industry, Transvaal and Natal, and the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.
- 1.3 The following provisions shall not apply to non parties: Clauses 1.1.1, 2, 5, 7.12, 8.9, 8.10 and 8.14 of Chapter 1; clause 7.2 of Chapter 2 and clauses 2 and 3 of Chapter 3.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall, in terms of section 31 of the Act, become binding on the above parties on 17 November 1998 and in respect of the non-parties on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in force for the period ending 30 June 1999.

3. INDUSTRIAL ACTION

No person bound by the provisions of this Collective Agreement entered into by the parties shall engage in or participate in a strike or lockout or any conduct in furtherance of a strike or lockout in respect of any matter regulated by this Agreement for its duration.

4. 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, 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 No. 66 of 1995);

"apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to be registered under the provisions of the Manpower Training Act, 1981;

"assistant despatch clerk" means an employee who assists the despatch clerk, under his direct supervision;

"assistant storeman" means an employee who assists the storeman, under his direct supervision;

"assistant timekeeper" means an employee who assists the timekeeper, under his direct supervision;

"auditor" means a public accountant as defined in the Act;

"caretaker" means an employee who is resident on the factory premises and who is responsible for any one or more of the following duties:-

- (a) care of contents on the premises;
- (b) care and cleaning of the premises;
- (c) supervision of cleaning staff;

"casual driver of motor vehicle" means an employee who is employed as a driver of a motor vehicle by the same employer on not more than three days in any week; [(To be remunerated daily for 9 hours times the hourly rate applicable for the payload of truck plus 15%);]

"casual employee" means an employee who is employed by the same employer on not more than three days in any one week; [(To be remunerated at the hourly rate applicable for the grade of work plus 15%);]

"chargehand" means an employee who customarily and regularly directs, subject to the instructions of management, the work of other employees while he is also engaged in the production of furniture and/or upholstery and/or bedding;

"Collective Agreement" means any current agreement for the Furniture and Bedding Manufacturing Industry in which wages are specified, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

"Committee or Management Committee" means, for the purposes of the administration of the Funds/Schemes, the Committee appointed by the Council for that purpose;

"compassionate leave" means leave that is granted to an employee on the death of next of kin;

"compulsory retirement age" means the age of 65 years;

"contributions" means the moneys payable to the funds as determined from time to time;

"Council" means the Furniture, Bedding and Upholstery Manufacturing Industry Bargaining Council, Greater Northern Region registered in terms of item 7 of Schedule 7 of the Act;

"dependant" means, in relation to a member, for the purposes of –

(a) Provident Fund:

- (i) His wife;
- (ii) his widow;
- (iii) his minor child or stepchild; or
- (iv) any other person who is wholly dependent upon such member and who satisfies the Committee that he is so dependent: Provided that the Committee's decision as to who the dependants of the deceased member are, in terms of this paragraph, shall be final;
- (v) a beneficiary nominated by a member where at the date of nomination there is no dependant: Provided that should a dependant be established, the nomination of the beneficiary shall be deemed invalid;

(b) Sick Benefit Society:

Persons admitted by the Society as dependants in accordance with the rules of the Society;

(c) Death and Disability Scheme:

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

"despatch clerk" means an employee who is wholly or mainly engaged in the despatch or the packing or receiving of goods for transport or delivery and who may attend to or supervise the checking, mass-measuring, packing, marking, addressing or despatching thereof;

"driver" means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition the expression **"driving a motor vehicle"** includes all periods of driving, any time spent by a driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"driver's logbook" means a book provided by employer (if required) to be completed in duplicate;

"emergency services" means any work which, owing to causes such as fire, storm, accident, act of violence or theft, must be done without delay, and any work necessary for the transportation of machinery to prevent any serious dislocation in the Industry;

"establishment" means any premises where the Furniture and Bedding Manufacturing Industry is carried on;

"experience" means the total length of all periods of employment which an employee (in the occupation in which he is engaged) has had in any Industry;

"foreman" and/or "supervisor" means an employee who is employed in a supervisory capacity and who, *inter alia*, in the execution of his duties, which shall be related directly to the Furniture and Bedding Manufacturing Industry-

- (a) manages an establishment or a department or subdivision thereof as his primary duty; and/or
- (b) customarily and regularly directs the work of other employees; and/or
- (c) has the authority to engage or dismiss employees, or make suggestions as to same, or as to promotions or demotions; and/or
- (d) customarily and/or regularly exercises discretionary powers; and
- (e) is paid a wage of not less than that specified for the highest-paid employee in this Agreement whether weekly or monthly, and
- (f) is paid in full, whether or not he completes the number of hours of work specified in this Agreement, subject thereto that a foreman/supervisor shall not be entitled to payment for hours of work lost owing to short time being worked, stay-aways and absence without prior permission,

but shall exclude employees who are engaged in costing, designing, buying, planning, organising, directing and/or controlling the duties of foreman and/or supervisors: Provided that in the absence of foremen and/or supervisors, the aforesaid excluded employees shall be deemed to be the foremen or supervisors;

"Furniture and Bedding 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 furniture and bedding, irrespective of the materials used, and includes *inter alia* the following:

- (a) Repairing, upholstering, reupholstering, staining, spraying or polishing and/or repolishing; the making of loose covers and/or cushions and/or curtains, and/or making and/or repairing of box-spring mattresses, and/or frames for upholstering; wood machining, veneering and carving in connection with the manufacturing and/or repair of furniture; the polishing and/or repolishing of pianos; and/or manufacturing and/or staining, spraying or polishing and/or repolishing of tearoom, office, church, school, bar or theatre furniture, and cabinets for musical instruments and radio or wireless cabinets; including the activities carried on in any premises where wood-machining, woodturning and/or wood carving in connection with the production of furniture is carried on; and also including the repairing, reupholstering or repolishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale, either in whole or in part, is carried on, and the veneering of laminated blockboard or plywood doors used for furniture, and all parts of materials used in the manufacturing of furniture; but excluding the manufacturing of studio couches as defined hereinafter, and cushions for such studio couches; the manufacturing of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture, excluding the manufacturing of metal bedsteads;
- (b) that portion of the Furniture Manufacturing Industry concerned with the manufacturing of television cabinets, but excluding the manufacturing of television cabinets made principally of metal and/or plastic and/or television cabinets made by manufacturers of television sets for the housing of television sets manufactured by them in the Magisterial District of Alberton and Johannesburg;
- (c) the manufacturing of bedding, which includes any one or more of the following operations:
 - (i) The manufacturing of mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches and spring units;
 - (ii) the manufacturing of studio couches;
 - (iii) all operations and processes incidental to the manufacturing of the articles mentioned in (i) or (ii) if carried out by an employee employed in the manufacturing of such articles, but excluding the operations and processes in the manufacturing and/or assembly of metal parts of such articles;

"Holiday Bonus Fund" means the Furniture Workers' Holiday Bonus Fund, administered by the Council;

"hourly rate" means the actual weekly wage of the employee concerned divided by 44 or such lesser number of hours ordinarily worked by the establishment;

"hours of work" includes all periods of driving and any time spent by a driver, security guard or general worker on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work when required to do so, but does not include any meal interval or any period in respect of which subsistence allowance is payable to an employee if during such interval or period the employee does not work other than remaining in charge of the vehicle and its load, if any, or guarding the vehicle and the load, if any;

"illness" means physical incapacity through ailment or injury owing to which any employee is unable to work, but excluding incapacity for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, 1993, and/or incapacity arising out of disorderly behaviour, wilful injury, misconduct, or the misuse of intoxicating liquor, alcohol or drugs;

"journeyman" means a Grade I and/or Grade II employee who performs any or all of the operations performed in the Furniture Manufacturing Industry, with the exception of the operations provided for employees Grade III and IV and who-

- (a) has served an apprenticeship in a designated trade in accordance with the requirements of the Manpower Training Act, 1981, or in accordance with a written contract approved by the Council; or
- (b) is in possession of a certificate and/or diploma issued by the Furniture Industry Training Board;

"member" means an employee who has been admitted as a member of a fund and/or society and/or scheme in terms of the rules and "membership" shall have a corresponding meaning;

"motor vehicle" means a conveyance used for the transportation of goods and/or passengers which is propelled by other than human or animal power, and includes a tractor;

"new entrant" means an employee who has not previously been employed in the Industry;

"old age" means the age of 60 years or over for purposes of Provident Fund benefits;

"partner" means a person reflected as such in a partnership agreement of a partnership which is registered or is required to be registered as an employer-

- (a) who has powers to operate on the banking accounts of the employer; and/or
- (b) whose name appears as a partner in a partnership agreement lodged with the Council, which agreement shall conform to the requirements of the Act;

"payload" means the net carrying capacity or the net load which a vehicle may carry or haul in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle, or in terms of a certificate of fitness issued in respect of such vehicle by any local authority, whichever net carrying capacity or net load may be the greater;

"probationer" means an employee for whom wages are prescribed and who is engaged at a specific establishment for a probationary period of two months to enable the employer to assess the employee's ability to perform the required operations;

"remuneration" means any payment in money or in kind, or both in money and in kind, made or owing to any person which arises in any manner out of employment;

"retirement" means permanent retirement from the Industry through incapacity, ill health or old age, and "retire" has a corresponding meaning;

"retrenchment allowance" means the amount to be paid to an employee who has been retrenched;

"secretary" means the secretary appointed under clause 2 of Chapter 2;

"short time" means a reduced 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;

"sick pay" means the sick pay payable in terms of the rules of the Sick Benefit Society;

"storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

"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 frame is constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and/or cushions;

"subscriptions" means the amount of moneys diverted to the different funds/schemes/societies in terms of the rules;

"supervisor" means the same as "foreman";

"temporary employment service" means a service provided by any person 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,

and in which such persons are employees of the temporary employment service and the temporary employment service is such persons' employer;

"timekeeper" means an employee who is in charge of any timekeeping device and/or timekeeping system, and/or maintains such records as relate to this type of work;

"trade union representative" means a person who is a registered member of any of the trade unions which are parties to the Agreement and who has been elected as such by the employees at any particular establishment;

"trailer" means any conveyance attached to and drawn by a vehicle, but does not include the first conveyance attached to and drawn by a tractor or vehicle known as "mechanical horse";

"wage" means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work as specified, or where an employer regularly pays to an employee an amount higher than the specified amount, it means such higher amount;

"watchman" means an employee who is employed by an employer registered or liable for registration with the Council, to guard premises or other immovable property;

"weekly employee" means an employee who is employed by the week;

"working employer" means a person, other than a partner or a director in a partnership or company or a member of a close corporation, who himself performs any of the classes of work for which wages are specified in this Agreement and who-

(a) is registered as an employer; or

(b) is a partner in a partnership which is registered as an employer; or

(c) is a director of a company which is registered as an employer; or

(d) is a member of a close corporation which is registered as an employer;
or is liable to such registration.

5 PROHIBITION OF TWO-TIER BARGAINING

All employers and employees to whom this Agreement is applicable are bound not to attempt to renegotiate any of the conditions contained in this Agreement at company or plant level, irrespective of whether there is a valid recognition agreement in force between a union and an employer, during the currency of this Agreement or subsequent period of extension, unless the employer voluntarily agrees to waive this prohibition.

6 REGISTRATION OF EMPLOYERS

6.1 Every employer shall within one month from the date on which this Agreement comes into operation, if he has not already done so pursuant to any previous agreement, and every employer entering the Industry after that date shall within one month of commencement of operations by him, forward to the Secretary of the Council a completed registration form in the form specified by the Council from time to time and a registration fee as determined by the Council from time to time. **NOTE** – This form is obtainable from the Secretary of the Council at PO Box 10467, Johannesburg, 2000.

6.2

6.2.1 Whenever there is any alteration in the details submitted in terms of clause 6.1, the employer shall resubmit a completed form as specified to the Council within 14 days of such alteration.

6.2.2 An employer who intends to cease being an employer shall notify the Secretary of the Council, in writing, at least 14 days prior to the date on which he intends such cessation.

6.3 Every employer who enters the Industry shall, within seven days of the date on which such employer commences operations, lodge with the Council a cash amount or guarantee acceptable to the Council, to cover the payment in respect of his employees as follows:

6.3.1 One week's wages;

6.3.2 13 weeks' levies and contributions in respect of -

6.3.2.1 Holiday Bonus Fund contributions;

6.3.2.2 levies to the Council;

6.3.2.3 Training Fund contributions;

6.3.2.4 Provident Fund contributions;

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

- 6.4 Where the cash amount or guarantee lodged by any employer is insufficient to cover the payment of wages and levy contributions referred to above, the employer shall on demand by the Council increase the cash amount or guarantee to an amount sufficient to cover such payment. An employer shall be permitted to reduce the amount of his cash amount or guarantee where a reduction in the number of employees engaged by such employer warrants a reduction: Provided that no reduction of any cash amount or guarantee shall be required or permitted at intervals of less than six months.
- 6.5 The Council shall be entitled to utilise any cash amount or guarantee lodged by an employer with the Council to pay any amount which may be due to the Council by such employer in respect of levies and contributions or to pay any wages which may be due to any one or more employees of such employer, where the Council is satisfied that such wages are due and payable to the employees concerned by the employer involved: Provided that the total claim in respect of any one or more employees shall not exceed the total of the cash amount or guarantee lodged with the Council: Provided further that the amount any employee is entitled to claim as wages shall not exceed that portion of the cash amount or guarantee lodged with the Council which represents wages.
- 6.6 Every employer shall keep employee records as specified by the Basic Conditions of Employment Act, 1997.
- 6.7 Every employer shall comply with the relevant legislation relating to factories and/or workrooms.
- 6.8 Small employers, (excluding employers in the Curtain Sector) with not more than a total of five employees (including employees involved in activities other than Furniture and Bedding Manufacturing activities), will be entitled to the following phasing-in concession: Provided that their employees agree to it:

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

During this period the employer will be exempt from minimum wages and all contributions which are normally payable to this Council except for those relating to the Training Fund and expenses of the Council. Employees may be remunerated at their current rates of pay and wage increments may be negotiated between employer and employees.

N.B.: All other provisions of the Agreement will remain applicable.

Any accumulated *pro rata* holiday pay benefits accrued by the employees prior to October of the first year of registration are to be paid out by the employer in terms of the Basic Conditions of Employment Act, 1997, when due.

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

During this period the employees may be remunerated at their current rates of pay and wage increments may be negotiated between employer and employees. In addition to the contributions payable in phase one, the following contributions will also become payable as specified:

Holiday Bonus Fund

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

During this period the employees have to be remunerated at no less than 75% of the minimum specified weekly wage rates. In addition to the contributions payable in phase two, the following contributions will also now become payable as specified:

- (a) Provident Fund
- (b) Additional Provident Fund

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

All the provisions of the Agreement administered by this Council will become applicable.

NB: In the event of the establishment employing in excess of five employees at any time, all the provisions of the prevailing Agreement, including minimum wages and all contributions normally payable, will automatically come into effect.

7. TERMS OF EMPLOYMENT

7.1 Ordinary hours of work

7.1.1 Save as is otherwise provided in this Agreement, no employer shall require or permit an employee –

- 7.1.1.1 to work for more than 44 hours, excluding meal intervals, in any one week;
- 7.1.1.2 to work for more than nine hours, excluding meal intervals, on any one day;

7.1.2 All hours of work on any day, exclusive of meal intervals, shall be consecutive.

7.2 Intervals

An employer shall grant to each of his employees–

- 7.2.1 a rest interval of 10 minutes as nearly as practicable in the middle of each morning and afternoon work-period, which shall be regarded as part of ordinary hours of work;
- 7.2.2 a lunch interval of not less than one hour after a continuous period of work of not more than five hours, which shall not be regarded as part of ordinary hours of work.

7.3 Overtime

7.3.1 All time worked in excess of the number of ordinary hours of work in one week shall be overtime.

7.3.2 An employer may request, which request shall not be unreasonably rejected, or permit an employee to work overtime for a total period not exceeding 10 hours in any one week: Provided that employees be given 24 hours, prior notice of overtime being worked. For overtime in excess of 10 hours per week, prior permission should be obtained from the Council.

7.3.3 An employee shall not be entitled to overtime unless he has completed the weekly ordinary number of hours of his establishment unless the time lost has been owing to illness for which he must produce a medical certificate on the day he resumes work.

7.4 Shift work

7.4.1 No normal shift shall exceed nine hours per day or 44 hours per week.

7.4.2 Not less than six hours shall elapse between successive shifts of an employee.

7.4.3 Where an employee's ordinary shift or part of it is worked on a public holiday, the employee concerned shall be remunerated for such shift as follows:

7.4.3.1 If the major portion of such shift is worked on a public holiday, the entire shift shall be deemed to have been worked on such day and the employee shall be remunerated for work on a public holiday;

7.4.3.2 if the lesser portion of such shift is worked on such day, the entire shift shall be deemed to have been worked on a weekday, and the employee shall be remunerated at his ordinary rate of remuneration.

7.4.4 Time worked by an employee after the completion of his normal shift shall be regarded as overtime and be paid for in accordance with the specified rates.

7.5 Public Holidays

7.5.1 The public holidays proclaimed in terms of the Public Holidays Act, 1994, shall be recognised as paid public holidays, except where a public holiday falls on a day which is not a normal working day.

7.5.2 In the event of the services of an employee being terminated by the employer seven working days or less prior to Good Friday the employee shall be entitled to payment for Good Friday and Family Day.

7.5.3 In the event of the services of an employee being terminated by the employer seven working days or less prior to the annual closing date in terms of this Agreement, the employee shall be entitled to payment for all the public holidays during the annual closure.

7.6 Annual closure

No employer shall perform work or require or allow an employee to perform work and no employee shall undertake work, whether for remuneration or not, for a minimum of 15 working days between 1 December of one year and 31 January of the next year as approved by the Council.

7.7 Sick leave

7.7.1 An employer shall grant to any of his employees who is not a member of the Furniture Workers' Sick Benefit Society, Greater Northern Region, and who is absent from work through incapacity-

7.7.1.1 in the case of an employee who works a five-day week, not less than 10 working days'; and

7.7.1.2 in the case of every other employee, not less than 12 working days' sick leave at full pay in the aggregate during any period of 12 consecutive months of employment with him: Provided that-

7.7.1.2.1 in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one working day in respect of each completed period of five weeks of employment and, in the case of every other employee, one working day in respect of each completed month of employment;

7.7.1.2.2 an employer may, as a condition precedent to the payment of any amount claimed in terms of this clause by an employee for a period covering more than two consecutive days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity, and if an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion, require him to produce such a certificate in respect of any absence from work;

7.7.1.2.3 this clause shall not apply in respect of an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his remuneration for 10 or 12 working days, as the case may be, in each period of 12 months of employment.

7.8 Termination of Employment

7.8.1 One hour's notice shall be given by the employer or employee to terminate a contract of service during the two-month probationary period, whereafter the notice period shall be one week: Provided that this shall not affect the right of an employer or employee to terminate a contract of service without any notice for any cause recognised by law as sufficient.

7.8.2 An employer and employee may agree however in writing to provide for a longer period of notice, and failure to comply with such arrangement shall be a contravention of this clause.

7.8.3 An employer or employee may terminate a contract of employment without notice by paying to the employee or paying or forfeiting to the employer, as the case may be, in lieu of notice, an amount equal to not less than wages for one hour or one week, as the case may be, or for such longer period as may be agreed upon by the employer and his employee.

7.8.4 The notice referred to above shall not run concurrently with any period of annual leave or to the extent of six weeks' absence owing to illness in any one year.

7.9 Absenteeism

No employee may absent himself from his work during the hours in which the establishment is open without the express permission of his employer except on account of illness and/or injuries or for causes beyond the control of such employee. An employee shall within 24 hours of his failure to report for work cause his employer to be notified thereof in the most expeditious manner available.

7.10 Short time and dismissals based on operational requirements

7.10.1 When, by reason of slackness of trade, shortage of raw materials or a general breakdown of plant or machinery caused by accident or other unforeseen emergency, an employer is unable to employ his employees for the number of ordinary hours of work per week usually worked in his establishment, the employer may, subject to the provisions of this clause, employ his employees on short time during, but not exceeding, the period of such slackness of trade, shortage of raw materials or general breakdown of plant or machinery: Provided that notice regarding the implementation of short time shall be given to the trade union representative in writing prior to the date on which shorttime becomes effective. When short time is worked, the work available shall be distributed among the employees in any section.

7.10.1.1 When an employer contemplates dismissing one or more employees for reasons based on the employer's operational requirements, subject thereto that short time of less than 35 hours per week had been worked over a continuous period of one week, the employer must consult-

7.10.2.1.1 any person whom the employer is required to consult in terms of a collective agreement;

7.10.2.1.2 a workplace forum, if there is no collective agreement that requires consultation and the employees likely to be affected by the proposed dismissals are employed in a workplace where there is a workplace forum;

7.10.2.1.3 any registered trade union whose members are likely to be affected by the proposed dismissals, if there is no workplace forum in the workplace where such employees are employed; and

7.10.2.1.4 the employees likely to be affected by the proposed dismissals or their representatives nominated for that purpose, if there is no such trade union.

7.10.2.2 The consulting parties must attempt to reach consensus on-

7.10.2.2.1 appropriate measures-

7.10.2.2.1.1 to avoid the dismissals;

7.10.2.2.1.2 to minimise the number of dismissals;

7.10.2.2.1.3 to change the timing of the dismissals; and

7.10.2.2.1.4 to mitigate the adverse effects of the dismissals; and

7.10.2.2.2 the method of selecting the employees to be dismissed.

7.10.2.3 Severance pay of one week's normal remuneration for each completed year of service is payable: Provided that during the first year and last year of service, 10 months' or more service shall be regarded as a completed year.

7.10.2.4 The employer must disclose in writing to the other parties all relevant information, including, but not limited to-

7.10.2.4.1 the reasons for the proposed dismissals;

7.10.2.4.2 the alternatives that the employer considered before proposing the dismissals, and the reasons for rejecting each of these alternatives;

7.10.2.4.3 the number of employees likely to be affected and the job categories in which they are employed;

- 7.10.2.4.4 the proposed method of selecting which employees to dismiss;
 - 7.10.2.4.5 the time when, or the period during which, the dismissals are likely to take effect;
 - 7.10.2.4.6 the severance pay proposed;
 - 7.10.2.4.7 any assistance that the employer proposes to offer employees likely to be dismissed; and
 - 7.10.2.4.8 the possibility of re-employment of dismissed employees in the future.
- 7.10.2.5 The provisions of section 16 of the Act, read with the changes required by the context to the disclosure of information, apply.
- 7.10.2.6 During consultation the employer must allow the other parties an opportunity to make representations on any matter about which they are consulting.
- 7.10.2.7 The employer must consider and respond to the representations made by the other parties and, if the employer does not agree with them, the employer must state reasons for disagreeing.
- 7.10.2.8 The employer must select the employees to be dismissed according to selection criteria-
- 7.10.2.8.1 that have been agreed to by the consulting parties; or
 - 7.10.2.8.2 that are fair and objective, if no criteria have been agreed to.
- 7.10.2.9 An employee who on any day reports for duty at the usual starting time of the establishment and for whom no work is available, shall be paid in respect of such day an amount of not less than four hours' wages, unless he was notified by his employer previously that his services would not be required on the day in question.

7.11 New entrants

A new entrant who enters the Industry for the first time from the date on which this Agreement comes into operation, or thereafter, shall be remunerated at not less than the minimum rate specified for that grade in the Agreement prior to the date on which this Agreement comes into operation for a period of 26 weeks and thereafter the weekly remuneration of the said new entrant shall be increased to the minimum rate specified for the grade in this Agreement or when a new wage increase comes into operation, whichever date is the earlier.

7.12 Trade union representative leave

7.12.1 For the purpose of attending training courses and/or seminars and/or meetings arranged by the trade unions which are parties to this Agreement, trade union representatives shall be entitled to four days' paid leave per annum and senior trade

union representatives to eight days' paid leave per annum with effect from the date of the coming into operation of this Agreement, subject to the following conditions:

- 7.12.1.1 The leave cycle shall commence on 1 July of each year. Leave not taken by a senior trade union representative and/or trade union representative shall accrue to the newly elected senior trade union representative and/or trade union representative during any one leave cycle. Leave will not be cumulative or be transferable from one employer to another.
- 7.12.1.2 The trade union shall make the training course and/or seminar content and/or agenda of meetings available to the employer at least seven days in advance.
- 7.12.1.3 Prior arrangements shall be made by the trade union with an employer for the release of key personnel. Not more than 50 per cent of elected senior trade union representatives and/or trade union representatives at any particular establishment shall attend the training course and/or seminar and/or meeting on any particular day.
- 7.12.1.4 The number of trade union representatives elected at any particular establishment shall be in the ratio of not more than one to 30 employees.
- 7.12.1.5 The names of the senior trade union representatives and/or trade union representatives elected shall be conveyed to the employer by the senior trade union representative.
- 7.12.1.6 The trade union shall furnish the employer with written proof that the training course and/or seminar and/or meeting for which purpose the paid leave was granted was attended by the particular senior trade union representatives and/or trade union representatives.

7.13 Maternity Leave

7.13.1 Any female employee going on confinement shall be entitled to maternity leave for a period not exceeding six months with a guarantee of re-employment after the aforementioned period on the same terms and conditions of employment as at the date on which the maternity leave was granted, subject to the following conditions:

- 7.13.1.1 The employee on confinement shall before or on the expiry date of the six-month period notify her employer whether or not she will recommence employment.
- 7.13.1.2 Proof of the confinement shall be submitted to the employer on the employee's return to work in the form of a birth certificate or death certificate, in the case of a still birth, or medical certificate in the case of a miscarriage.
- 7.13.1.3 The employer may extend the six-month guarantee period upon receipt of a valid medical certificate from a registered medical practitioner advising the employee not to return to work for medical reasons.

- 7.13.1.4 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. Temporary contracts of employment may be obtained from the Council in a pro forma format.
- 7.13.1.5 During the period referred to above, all the provisions of the agreements administered by the Council shall apply to the temporary employee.
- 7.13.1.6 During the contract period the employer may, subject to the Code of Good Practice contained in Schedule 8 of the Act, or for any other reason recognised in law, terminate the contract of temporary employment.
- 7.13.1.7 Employees who are members of the trade unions party to the Council shall be entitled to payment in terms of the rules of the Sick Benefit Society.
- 7.13.1.8 Any female employee going on confinement shall notify her employer 16 weeks prior to the date thereof.

7.14 Family responsibility leave

- 7.14.1 An employee who has been in employment with an employer for longer than four months shall be entitled to three days' paid leave per annum at full pay, on submission of the necessary proof, when the employee's child is born or when a child is sick, or upon the death of an employee's spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 7.14.2 An employee's unused entitlement to leave in terms of this clause lapses annually and may not be accrued.

8. GENERAL

8.1 Work under an incentive scheme

- 8.1.1 Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees which, after consultation with the trade unions party to this Agreement whose members are involved, may agree upon the terms of any such scheme.
- 8.1.2 The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by the committee shall be reduced to writing and be signed by the members of the committee and shall not be varied by the committee or terminated by either party unless the party wishing to vary or terminate the scheme has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such a scheme.
- 8.1.3 The provisions of this clause shall not apply to apprentices.

8.2 Temporary employment services and/or hire of labour

The temporary employment service and the employer will be jointly and severally liable if the temporary employment service, in respect of any of its employees, contravenes any of the provisions of the Agreement.

8.3 Outwork

8.3.1 No employer shall require or allow any of his employees to undertake work in connection with the Furniture and Bedding Manufacturing Industry elsewhere than in his establishment except when such work is in completion of an order placed with such employer and consists of fitting, assembling, repairing or polishing furniture in premises owned or occupied by the person for whom the work is undertaken.

8.3.2 No employee engaged in the Furniture and Bedding Manufacturing Industry shall solicit or take orders for or undertake any work in connection with the Furniture and Bedding Manufacturing Industry on his own account for sale or on behalf of any other person or firm for reward, whether for remuneration or not, while in the employ of an employer in such Industry.

8.3.3 No employer shall give out work in connection with the manufacture of furniture, either in whole or in part, other than to an establishment which has been accepted as a member of the employers' organisation which is a party to this Agreement, or which is registered with the Bargaining Council.

8.4 Provision of tools

Work benches, clamps, hand-screws, glue-pots and all brushes shall be provided by the employer. The employer shall at his expense insure against loss or destruction by fire or as a result of burglary of the premises the tools of his employees normally used by them. In this connection every employee shall be obliged to submit, when required, an inventory of the tools in his possession and shall further submit such information as may be required from time to time by the insurers in respect of the said tools, and shall keep his tools locked in a toolbox.

8.5 Employment of minors

No person under the age of 15 years shall be employed in the Industry.

8.6 Working employers

All working employers shall observe hours of work, payment of Holiday Bonus Fund contribution (at the specified foremen's rate of pay), payment of Provident Fund contributions, payment of expenses of the Council and public holidays. All payments to be calculated at the specified weekly foreman's rate of pay.

8.7 Prohibited employment

Notwithstanding anything to the contrary in this Agreement, no provision which prohibits the engagement or employment of an employee on any class of work or on any conditions shall be

deemed to relieve the employer from paying the remuneration and observing conditions which he would have had to pay or observe had such engagement or employment not been prohibited.

8.8 Employment of trade union labour

No person shall be prohibited from working in the Furniture and Bedding Manufacturing Industry, whether or not he belongs to any recognised trade union.

8.9 Trade union representatives on the Council and committees of a national character in the Industry

Every employer shall grant to any of his employees who are representatives on the Council, or on committees of the furniture trade unions of a national character, every reasonable facility to attend to their duties in connection with meetings held by these bodies.

8.10 Subscriptions to trade unions

Every employer shall deduct from the wages of those of his employees who are members of a trade union party to the Agreement, union dues in terms of their constitutions: Provided that no deduction shall be made in respect of those weeks during which an employee worked less than 16 hours. The Council shall advise every employer of the amount of the contribution which is to be deducted from time to time.

8.11 Expenses of the Council

8.11.1 For the purpose of meeting the expenses of the Council, every employer shall pay to the Council an amount as specified in Schedule 1 of this Agreement.

8.11.2 Every employer in the Industry shall, in respect of every employee employed by him, pay to the Council an amount as determined from time to time for the maintenance of a dispute resolution system as required by the Act.

8.12 Exhibition of Agreement and notices

8.12.1 Every employer on whom the Collective Agreement is binding must keep a copy of the Collective Agreement available in the workplace at all times.

8.12.2 Every employer shall display in his establishment in a place readily accessible to his employees a notice of the official hours of work specifying the starting and finishing time of work for each day of the week, the meal interval, and the forenoon and afternoon tea intervals.

8.13 Administration of Agreement

The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion and rulings not inconsistent with the provisions thereof for the guidance of employers and employees.

8.14 Agents

The management committee shall appoint specified persons as agents, whose appointment shall be ratified by the Council, to assist in giving effect to the terms of this Agreement.

8.15 Ultra vires

Should any provisions of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in operation for the unexpired period of this Agreement.

8.16 Protective clothing/uniforms

8.16.1 Every employer shall supply protective clothing to each employee as specified in terms of the Occupational Health and Safety Act, 1993, which shall remain the property of the employer but, on delivery to the employee concerned, he becomes responsible for the cleaning and maintenance in good and proper condition of the protective clothing.

8.16.2 Every employer in the Bedding Industry shall supply uniforms to each employee, which shall become the employees' property other than employees performing the following operations:

- 8.16.2.1 Machine maintenance and repairing;
- 8.16.2.2 Upholstering of box spring, bed bases or studio coaches;
- 8.16.2.3 General operations (Grade IV);
- 8.16.2.4 Miscellaneous/ancillary occupations;
- 8.16.2.5 Foremen, supervisors, chargehands.

8.17 Compulsory retirement age

Any employee who enters the Industry after the date upon which this Agreement comes into operation shall retire at the age of 65 years.

8.18 Late/non-payment of contributions

All contributions in terms of this Agreement shall be paid to the Secretary of the Council monthly by not later than the 10th day of the following month.

An employer who is in arrears with any payments, having been warned in writing by the Council to forward the outstanding amounts within seven days of the date of such warning, may be required by the Council to pay the amounts weekly on such terms and conditions as determined by the Council from time to time.

Should any amount due to the Council not be received by the Council by the 10th day of the following month, the employer shall pay interest on such amount or on such lesser amount as

remains unpaid, calculated at the rate of two per cent per month or part thereof from such 10th day until the day upon which payment is actually received by the Council.

8.19 Audit and accounting

The Council shall ensure that proper books of account and records are kept in respect of each of the Funds administered by it, and that an annual audit of each of the Funds is performed in accordance with the provisions of the Act and the Council's Constitution.

9. EXEMPTIONS

9.1 Exemption and Arbitration Board

An independent body which is hereby established and is referred to as the Exemption and Arbitration Board (the Board), will serve as an appeal body, and will consider and determine all applications for exemption not approved by the Council or a withdrawal of an exemption by the Council, in accordance with the criteria set out in clause 9.3 below.

9.2 Administration

9.2.1 Any person bound by this Agreement may apply for exemption from any of the provisions of this Agreement.

9.2.2 An application for exemption shall be in writing, fully motivated, and sent to the Secretary of the Council.

9.2.3 An employer making such application must consult with the workforce through its trade union representatives (or, where there are no trade union representatives, with the workforce itself) as to the need for the exemption and its effect on the employees and must include in the application the views expressed by the workforce in this regard.

9.2.4 Any application for exemption from the minimum wage increases provided for in this Agreement must be received by the Council by not later than 30 days after publication of this Agreement in the *Gazette* or from the date of registration as an employer in the Industry.

9.2.5 An application for exemption will not be considered if the contents of the application are covered by an arbitration award binding the applicant.

9.2.6 The Council must issue to every person to whom exemption has been granted an exemption licence setting out the following:

9.2.6.1 the full name of the person or enterprise concerned;

9.2.6.2 the provisions of this Agreement from which the exemption has been granted;

9.2.6.3 the conditions subject to which exemption is granted;

9.2.6.4 the period of the exemption;

9.2.6.5 the date from which the exemption shall operate.

9.2.7 The Council must ensure that-

- 9.2.7.1 all exemption licences issued are numbered consecutively;
- 9.2.7.2 an original copy of each licence is retained by the Council;
- 9.2.7.3 a copy of the exemption licence is sent to the applicant.

9.2.8 The Council may, on good cause shown, give the holder of an exemption licence 30 days' notice of withdrawal of the exemption, on receipt of which the holder may appeal to the Board.

9.3 Process and criteria

9.3.1 In considering an appeal for exemption, the Board must consider the recommendations of the Council, the views expressed by the employer(s) and the workforce, any other representations received in relation to that application and the possible effect of the exemption on competitors.

9.3.2 The exemption may not contain terms that would have an unreasonably detrimental effect on the fair, equitable and uniform application of this Agreement in the Industry.

9.3.3 Wage and wage-related exemptions may only be granted for the duration of the Agreement.

10. HOLIDAY BONUS FUND

10.1 Every employer shall pay over monthly to the Secretary of the Council, on the specified form, by not later than the 10th of the following month in respect of every employee Holiday Bonus Fund moneys based on the remuneration calculated in the manner specified in Schedule 1.

10.2 Guarantees submitted in respect of Holiday Bonus Fund:

10.2.1 Every employer who supplies the Council with an acceptable guarantee for the total of his estimated annual commitments under this clause shall, without in any way limiting his liability towards his employees, be granted an exemption from making payment to the Council in the manner specified: Provided that the exemption shall be subject to such terms and conditions made applicable thereto by the Council from time to time.

10.2.2 Every employer shall submit a monthly statement as specified in clause 10.1 above in respect of all his employees. Should the services of any employee be terminated during the month, a statement as specified together with the amount due in respect of Holiday Bonus Fund moneys for the period employed between October and September of the following year, shall be submitted to the Council. Should the services of no employees be terminated during the month, the Council must be notified on the specified form.

10.2.3 The employer shall submit to the Council not later than 10 November of each year a statement in the form specified reflecting all particulars of all employees in the employ of the employer as at 30 September who are to be paid by him in terms of this clause.

10.2.4 By not later than 23 December of each year, the employer shall submit to the Council a statement as specified reflecting the actual moneys paid out in respect of the Holiday Bonus Fund to all his employees together with payment of moneys not paid out.

10.3 Holiday Bonus Fund moneys shall be paid to employees between 7 December and 13 December of each year.

10.4 Administration of the Fund

10.4.1 The Holiday Bonus Fund shall be administered by the Council and all expenses incurred in connection with the administration of the Holiday Bonus Fund shall form a charge against the Council.

10.4.2 All moneys paid to the Holiday Bonus Fund shall be invested as provided for in terms of section 53 (5) of the Act 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. All payments from the Holiday Bonus Fund shall be by cheque drawn on the Fund's account and such cheques shall be signed by three persons duly authorised by the Council. The Council shall keep a record of each employee in respect of whom payments are made in terms of this clause and the amount paid to the Holiday Bonus Fund in respect of him.

10.4.3 The Holiday Bonus Fund shall be utilised for the purpose of distribution to the employees concerned as a holiday bonus on the following basis: Each employee shall be paid a holiday bonus equal to the amount paid into the Holiday Bonus Fund in respect of him during the year ending the last week of September.

10.4.4 Any employee employed continuously during the year from the first week in October of the previous year to the last week in September of the current year shall receive a holiday bonus during December of that year of not less than two weeks' normal wages. Any shortfall shall be paid to the employee by the employer.

10.4.5 Holiday bonuses which remain unclaimed for a period of two years from the date on which they become payable shall accrue to the general funds of the Council: Provided that the Council shall be liable for payment from the Council's general funds of any holiday bonuses due and claimed during a further period of three years after such accrual to the Council's general funds: Provided further that should the Council be dissolved within any or either of the periods mentioned herein, such moneys shall finally accrue to the general funds of the Council three months after the date of such dissolution.

11. REMUNERATION

11.1 Wages

No employer shall pay and no employee shall accept wages lower than those specified in this Agreement.

11.2 Abatement of wages

11.2.1 No employee shall, while in the employ of an employer, give to, and no such employer shall receive from, such employee any gift, bonus, loan, guarantee or refund either in cash or in kind which will in effect amount to an abatement of the wages which must in terms of this Agreement be paid to such employee.

11.2.2 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.

11.3 Hourly rate

All work performed by employees shall be paid for at an hourly rate, the hourly rate to be determined by dividing the actual weekly wage by 44 or by such lesser hours that the establishment ordinarily works.

11.4 Basis of payment

Notwithstanding anything to the contrary contained in this Agreement, payment for all work done shall be at not less than the rates of wages specified for the operation or operations performed, and shall not be based upon the technical skill or qualification of the employee concerned.

11.5 Employees engaged in more than one operation

An employee who is employed during any one day on work for which different wage rates are specified, shall be paid for all the hours worked on such day at the higher or highest wages specified for such work.

11.6 Wage payment procedure

11.6.1 Remuneration shall be paid in cash weekly during normal working hours on the pay day or by electronic transfer to the individual employee's bank account: Provided that the employer shall pay for the cost of two withdrawals per week, or on termination of employment if this takes place before the ordinary pay day. The pay day of every establishment shall be Friday in each week, except where Friday is a non-working day, when the pay day shall be the last working day preceding Friday.

11.6.2 All remuneration shall be handed to employees in sealed envelopes endorsed with the name and address of the employer and the name of the employee, and containing a

statement reflecting the amount of money contained therein and how such amount is arrived at.

11.6.3 No premium for the training of an employee shall be charged or accepted by the employer: Provided that this clause shall not apply in respect of training schemes to which the employer is legally required to contribute.

11.6.4 No deductions of any kind shall be made from amounts due to an employee in respect of remuneration other than the following:

11.6.4.1 Any deduction which an employer is legally or by order of any competent court required or permitted to make;

11.6.4.2 with the written consent of the employee, deductions for insurance or pension funds;

11.6.4.3 deductions of contributions to the funds of the trade unions;

11.6.4.4 any other deductions in terms of this Agreement or any other agreement of the Council.

11.7 Remuneration for overtime and work on a Sunday

11.7.1 All time worked in excess of the normal weekly working hours of the establishment, other than time worked on a Sunday, up to and not exceeding 12 hours per week shall be regarded as overtime and an employee shall be paid for it at a rate of one and a half times his hourly rate.

11.7.2 For all overtime worked exceeding 12 hours per week and overtime worked on a Sunday, an employee shall be remunerated at a rate of double his hourly rate.

11.7.3 Any time worked on a Sunday may not be used to make up for time lost.

11.8 Remuneration for work on public holidays

Should any time be worked on any of the paid holidays, an employee shall be paid one and one third of the hourly rate of the employee concerned for all hours worked on such day in addition to a normal day's pay (normal day's pay = normal weekly hours divided by five times hourly rate).

11.9 Remuneration for time worked in

For any time worked in, by agreement between an employer and employees, in lieu of normal working time that will be lost owing to the closure of the factory due to religious holidays, an employee shall be paid the ordinary rate of the employee concerned: Provided that the time shall be worked in during the two weeks prior to such closure.

11.10 Payment of shift allowance

Where an employee is employed between 18:00 and 06:00, his employer shall pay him his ordinary rate of remuneration, plus 15 per cent of each hour or part of an hour worked between these times. This includes meal and transport allowances.

CHAPTER 2

BENEFIT FUNDS

1. ESTABLISHMENT AND CONTINUATION OF THE FUNDS

The following Funds are hereby continued:

- 1.1 The Provident Fund for the Furniture and Bedding Manufacturing Industry, Greater Northern Region, established and amalgamated in terms of the Agreements published under Government Notices Nos. R. 44 of 13 January 1961, R. 495 of 24 March 1961 and R. 3043 of 4 January 1991, as amended and extended.
- 1.2 The Furniture and Bedding Workers' Sick Benefit Society, Greater Northern Region, established and amalgamated in terms of the Agreements published under Government Notices Nos. R. 44 of 13 January 1961, R. 495 of 24 March 1961 and R. 3043 of 4 January 1991, as amended and extended.
- 1.3 The Furniture and Bedding Workers' Death and Disability Scheme, Greater Northern Region, established in terms of the Agreement published under Government Notice Nos. R. 1866 of 3 July 1992, as amended and extended.

2. ADMINISTRATION OF THE FUNDS

- 2.1 The various Funds shall be administered by management committees appointed by the Council, which shall consist of equal representation from trade unions and employers' organisations that are parties to the Council. The provisions of the Council's Constitution relating to the election of a chairman and a vice-chairman, their period of office and the calling and conduct of meetings of the Council and the right of alternates to take the place of representatives shall *mutatis mutandis* apply in the case of the management committees.
- 2.2 The Funds shall be administered in accordance with rules specified for this purpose by the Council, and such rules shall not be inconsistent with the provisions of the Agreement, the Act, or any other law and shall, *inter alia*, specify-
 - 2.2.1 the Funds' benefits and the qualifications attached thereto;
 - 2.2.2 the procedure for lodging and payment of claims;
 - 2.2.3 any other matters which the Council may decide.
- 2.3 The Council may at the time make new rules, or alter or repeal any existing rules, and particulars of all amendments thereto shall be lodged with the Director-General of Labour.

- 2.4 The Council shall appoint a secretary, who shall be known as the Secretary of the Funds, and such other staff as may be necessary for the proper administration of the Funds.
- 2.5 The management committees may refuse and/or withhold any or all benefits from any member and/or his dependants who in its opinion have acted in a manner calculated or reasonably likely to injure the interests of the Funds or their members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the committee to the Council, whose decision shall be final.
- 2.6 In the event of the committee being unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers.
- 2.7 Any disputes concerning the interpretation, meaning or intention of any of the provisions of this Agreement or concerning the administration of the Funds which the committee is unable to settle, shall be referred to the Council for decision.
- 2.8 The members of the management committees, the Secretary, the officers and the employees of the Funds shall not be liable for the debts and liabilities of the Funds/Schemes.
- 2.9 The members of the Council, the members of the committees and the officers of the Funds shall not be held responsible for any act which may result in loss to the Funds, where such act was done in good faith, and they are hereby indemnified by the Funds against all losses and expenses incurred by them in or about the bona fide discharge of their duties.
- 2.10 The Council and/or committee or management committees shall not be held responsible for any contributions deducted and any contributions due and payable by any employer not paid into the Funds upon sequestration or liquidation of such employer's estate or at all.
- 2.11 All expenses incurred in connection with the administration of the Funds shall be charged against the Funds.

3. OPERATION OF THE FUNDS

- 3.1 The Funds shall consist of-
- 3.1.1 all contributions paid into the Funds;
 - 3.1.2 all interest derived from the investment of any moneys of the Funds; and
 - 3.1.3 all other moneys to which the Funds may become entitled.
- 3.2 All moneys accruing to the Funds shall be deposited to the credit of the Funds in a separate account with a registered bank or building society within three days after receipt thereof.

- 3.3 The moneys of the Funds shall be used for payment of benefits and expenditures in accordance with the rules of the Funds.
- 3.4 In the event of the death of an employee, the amount due from the Funds shall be paid to his beneficiaries by cheque upon receipt of a certified copy of his death certificate being lodged with the Secretary of the Funds.
- 3.5 All payments from the Funds shall be made by cheque signed by two members of the Council as the Council may from time to time decide, and countersigned by the Secretary or alternates to the Secretary as the Council may from time to time decide.
- 3.6 Any moneys not required to meet current payments of expenditures may not be invested other than as specified in terms of section 53 (5) of the Act.

4. AUDITING OF THE FUNDS

- 4.1 A public accountant or public accountants, whose remuneration shall be fixed by the Council, shall be appointed by the Council and shall audit the accounts of the Funds at least once annually and, not later than 31 March of each year, prepare a statement showing-
- 4.1.1 all moneys received in terms of provisions of this Agreement;
- 4.1.2 expenditure incurred under all headings during the 12 months ending 30 September preceding, together with a balance sheet showing the assets and liabilities of the Funds as at that date.
- 4.2 The audited statement and the balance sheet of the Funds shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the auditor and countersigned by the Chairman of the Council, together with any report made by the auditor thereon, shall be lodged with the Registrar of Labour Relations within three months of the close of the period covered by such statement and balance sheet.

5. EXPIRY OF THE AGREEMENT

- 5.1 Upon the expiry of this Agreement or any extension thereof, the Council in office at the time or the trustee or trustees appointed by the Registrar of Labour Relations, shall continue to administer the Funds for a period of one year in order to pay out moneys due to the employees and, subject to the approval of the Registrar of Labour Relations, any moneys standing to the credit of the Funds after the said period of one year shall accrue to the general funds of the Council.

- 5.2 If upon the expiry of the said period of one year the affairs of the Council have already been wound up and its assets distributed, the balance of the Funds shall be distributed in terms of the provisions of section 59 of the Act.

6. LIQUIDATION OF THE FUNDS

- 6.1 Upon the expiry of this Agreement or any extension thereof and, in the event of no subsequent agreement being negotiated for the purpose of continuing the operations of the Funds within one year from the expiry of this Agreement or any extension thereof, the Funds shall be liquidated by the Council in terms of clause 5 of this Chapter.
- 6.2 In the event of the Council in office at the time being unable to administer and/or liquidate the Funds in terms of this clause, and/or being unable or unwilling to discharge its duties, or a deadlock arising thereon which renders the administration to the Funds impracticable or undesirable in the opinion of the Registrar of Labour Relations, he may appoint a trustee or trustees to carry out the duties of the Council and such trustee or trustees shall possess all the powers to the Council for such purposes.
- 6.3 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 the Act, the Funds shall continue to be administered by the Council in office at the time. Any vacancy occurring on the Council may be filled by the Registrar of Labour Relations from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives on the Council.
- 6.4 Subject to the provisions of clauses 6.1 and 6.2 hereof, upon the expiry of the Agreement, the Funds shall be liquidated in terms of clause 5 of this Chapter by the Council in office at the time or the trustee or trustees appointed by the Registrar of Labour Relations.

7. SPECIAL PROVISIONS IN RESPECT OF THE FUNDS

- 7.1 **The Provident Fund for the Furniture and Bedding Manufacturing Industry, Greater Northern Region**
- 7.1.1 The objectives of the Fund shall be to provide benefits to members and all dependants and all beneficiaries as determined by the rules and regulations of the Fund.
- 7.1.2 Membership of the Fund shall be compulsory for all employees for whom wages are specified in the Agreement.
- 7.1.3 Membership shall consist of-
- 7.1.3.1 all employees, other than casual employees, in the Industry for whom wages are prescribed in the Collective Agreement, including apprentices;

7.1.3.2 subject to the approval of the Committee, such other persons employed in the Industry who elect to become members and in respect of whom their employers have consented to make the contributions specified in clause 4 of this Chapter.

7.1.4 Membership shall cease when a member leaves the Industry and has received all his benefits in terms of the rules and regulations of the Fund.

7.2 The Furniture and Bedding Workers' Sick Benefit Society, Greater Northern Region

7.2.1 Objectives of the Fund: The objectives of the Fund shall be-

7.2.1.1 to assist members in regard to the costs of medical services as may be specified in the rules to be determined from time to time, and arising from illness, injury and/or accident;

7.2.1.2 to assist members with regard to the costs of medication and/or medical services arising from illness, injury and/or accident sustained by themselves or their dependants, subject to the rules of the Fund;

7.2.1.3 to take such measures and do such things as the Management Committee deems necessary for the prevention of sickness, injury and accidents and for the improvement and promotion of the general health among members, dependants and persons employed or engaged in the Industry;

7.2.1.4 to contract with any hospital, registered nursing home, registered convalescent home or other similar institution for the care of sick, injured or convalescent members and their dependants;

7.2.1.5 to contract with any other person(s), body, institution or authority in respect of medical services as may be specified in the rules from time to time;

7.2.1.6 to do all such things as are necessary, incidental or conducive to the general welfare and health of members and their dependants and to the attainment of the aforementioned objectives.

7.2.2 Membership:

7.2.2.1 The membership of the Sick Benefit Society shall be continued and compulsory for members of the Fund, including apprentices, continued in terms of this Agreement who are employed by members of the employers' organisations.

7.2.2.2 Persons other than those referred to 7.2.2.1 who are directly engaged or employed in the Furniture and Bedding Industry may be admitted as members of the Fund at the discretion of the Management Committee, and the provisions of this Agreement and the rules of the Fund shall *mutatis mutandis* apply to any such person.

7.2.2.3 Members who, after 20 years of membership of the Society, retire from the Industry owing to old age or physical disability as substantiated by a medical

certificate or widows of such deceased members may be permitted to continue to participate in the benefits of the Society on such terms and conditions as may be determined by the Management Committee from time to time. The provisions of the clause shall not apply to persons who are engaged in the Industry and who are dependants of members of this or any other medical scheme.

7.2.3 Termination of membership:

Membership of the Society shall terminate immediately when a member leaves the Industry.

7.2.4 Reserves of the Sick Benefit Society:

If at any time the amount to the credit of the Fund drops below R50 000, payment of benefits, excluding sick pay benefits, shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R100 000.

7.3 The Furniture and Bedding Workers' Death and Disability Scheme, Greater Northern Region

7.3.1 Objective of the Scheme:

The objective shall be to provide for benefits for a member and/or of a member and/or the dependants of the member in the event of the death of the member and/or his dependants and/or disablement of the member, as defined in any agreement entered into with an insurance company or companies.

7.3.2 Special provisions applicable to members who were formerly members of the Transvaal Furniture Workers' Mortality Association and the Transvaal Bedding Workers' Mortality Benefit Association and the former Transvaal Furniture Workers' Burial Society and the Transvaal Workers' Burial Society retired from the Industry owing to old age or ill health or who reached the age of 65 years on or before 1 October 1988 shall be entitled to benefits as specified in the former Mortality Association and Burial Society Agreements.

7.3.3 Membership:

7.3.3.1 The membership of the Scheme shall be continued and compulsory for members of the Fund under the age of 65 years, including apprentices, continued in terms of this Agreement.

7.3.3.2 Persons other than those referred to 7.3.3.1 who are directly engaged or employed in the Furniture and Bedding Industry may be admitted to membership of the Fund at the discretion of the Council, and the provisions of this Agreement and the rules of the Fund shall *mutatis mutandis* apply to any person so admitted.

7.3.4 Termination of membership:

7.3.4.1 Membership of the Scheme shall terminate immediately a member leaves the Industry.

7.3.4.2 Membership of the Scheme shall not cease where the cessation of contributions is occasioned by a member attaining the age of 65, or the inability of the member to work because of ill health or owing to short time.

7.3.5 Contributions:

A weekly amount from the employees' and employers' contributions to the Provident Fund will be diverted to the Scheme as is actuarially determined from time to time.

8. BENEFITS INALIENABLE

- 8.1** The benefits provided by the Funds referred to in this Chapter are not transferable and any member who attempts to assign, transfer, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever, and membership of the Fund in respect of himself and his dependants shall be terminated: Provided that a member's Provident Fund benefits may with the approval of the Council be transferred to another registered recognised provident/pension fund.
- 8.2** Save as provided in clauses 8.3 and 8.4, no benefit or right to any benefit shall be capable of being ceded, transferred, assigned or otherwise made over, or pledged or hypothecated, nor shall any contribution made by a member or on his behalf be liable to be attached or be subject to any form of execution under a judgement or order of a court of law except to any other Fund administered by the Council.
- 8.3** If it is established that a member has ceased to be a member of the Sick Benefit Society, and the Society has in error or contractually paid for any medical expenses incurred by such member and/or his dependants, the Management Committee shall have the right to deduct the amount(s) from the member's own contributions and transfer the amount(s) to the Society.
- 8.4** On receipt of written proof from the trade unions which are parties to this Agreement that a member of the trade union is, in terms of the provisions of the trade union's constitution, indebted to the trade union for any outstanding subscriptions and/or fines, the Management Committee shall have the right to deduct such amount(s) from the member's own contributions and pay such amount(s) to the trade union concerned.

9. WITHHOLDING OF BENEFITS

An employee who is a member of any of the Funds of the Council, and entitled to benefits, shall at the absolute discretion of the Council be deprived of any benefits from any of the Funds in the event of such employee making a false statement or in any way attempting to obtain benefits fraudulently or dishonestly.

10. OTHER FUNDS

For the purpose of implementing the objects set forth in the Constitution of the Training Fund, every employer shall pay to the Secretary of the Council the levies as required by the Furniture Manufacturing Industry Training Fund established in terms of the Agreements published under Government Notices Nos. R. 2043 and R. 2045 of 31 October 1975, as amended and extended and hereby continued, to reach the Council by not later than the 10th day of the month following the month during which it became due. Interest on late payments will be charged at 2% per month.

11. PAYMENT OF CONTRIBUTIONS AND SUBSCRIPTIONS

Every employer shall forward monthly the contributions and/or subscriptions specified in Schedule 1 to this Agreement together with a return in the form specified by the Council from time to time to the Council to reach the Secretary not later than the 10th day of the month following the month during which the member's deductions were required to be made. Interest on late payments will be charged at 2% per month.

12. AMENDMENTS TO THE RULES AND REGULATIONS

The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter the rules governing the administration of the Funds: Provided that such rules or any amendments thereof shall not be inconsistent with provisions of any Collective Agreement entered into between the parties or the provisions of any other law. A copy of the rules and any amendments thereof shall be transmitted to the Director-General: Labour.

CHAPTER 3

NEGOTIATING AND INDUSTRY DISPUTE SETTLEMENT PROCEDURES

1. Preamble:

- 1.1 Subject to clause 1.3 below, the procedures set out in this Agreement shall be adopted to deal with all disputes arising within the Council's jurisdiction.
- 1.2 Different processes shall be adopted for different types of disputes, as set out below. In the event of a dispute over which clause should be applied, the dispute shall be processed in accordance with clause 6 below. Notwithstanding this Agreement, parties may agree to meet whenever they mutually deem it necessary for the purpose of resolving a dispute. They may give consideration at their own cost to privately appointing a mediator arbitrator, or referring the dispute to any other process, as agreed between them.
- 1.3 Notwithstanding clause 1.1 above, employers and employees may, through a collective agreement, establish their own disputes procedure which does not necessitate them having to refer disputes to the Council, even though the parties fall within the Council's jurisdiction.
- 1.4 If at any stage after a dispute has been referred to the Council it becomes apparent that the dispute ought to have been resolved through private dispute resolution in terms of a collective agreement or in terms of a private agreement between the parties to the dispute, the Council may refer the dispute to the appropriate person or body for resolution in terms of the relevant agreement.
- 1.5 Until such time as the Governing Body of the Commission for Conciliation, Mediation and Arbitration has made a decision in terms of section 127 of the Act with regard to the Council's application for accreditation, this Agreement is to be applied subject to and within the context of item 21A of Schedule 7 of the Act (transitional arrangements).

2. Negotiating procedures:

- 2.1 Where any party to the Council wishes to initiate negotiations for the amendment of any existing agreement or the introduction of a new agreement, that party shall submit its proposals in writing to the Secretary of the Council.

- 2.2 The Secretary shall immediately arrange for the proposal to be circulated to all interested parties and shall take steps to arrange a negotiating meeting within 45 days of receipt of the proposal. Where the Secretary, in consultation with the Chairman of the Council, decides that the proposal relates to the negotiation of an industry matter, the date of the first negotiating meeting shall be decided at the next meeting of the Council's Executive Committee, and such negotiating meeting shall be held within 30 days of that Executive Committee meeting.
 - 2.3 Further negotiating meetings may be held by agreement between the parties, who may also agree on any procedures, documentation, or any other matters for the purposes of assisting the negotiations.
 - 2.4 If the negotiations have not been resolved in terms of clause 6 below, or as otherwise agreed between the parties, any party to those negotiations may declare a dispute by notice in writing to the Council and must satisfy the Council that a copy of the referral has been served on all other parties to the dispute. Industry disputes shall be processed in accordance with clause 3 below, and other disputes shall be processed in accordance with clause 4 below.
3. **Industry dispute settlement procedure:**
- 3.1 In the event that the Secretary, in consultation with the Chairman of the Council, decides that a dispute declared in terms of clause 2.4 above is an industry matter, he shall arrange for the Executive Committee to meet within 14 days of the declaration of such dispute, for the purposes of considering the matter.
 - 3.2 The Executive Committee shall use its best endeavours to settle the dispute and shall meet as often as it deems necessary for this purpose. In the course of its deliberations the Committee may give consideration to the following:
 - 3.2.1 Appointing a subcommittee to meet within a specified number of days for the purpose of attempting to resolve the dispute, or to recommend to the Executive Committee a process by which the dispute can be resolved;
 - 3.2.2 referring the dispute to conciliation in terms of clause 7 below: Provided that this shall be compulsory in the case of a dispute involving a non-party to the Council;
 - 3.2.3 referring the dispute to arbitration in terms of clause 8 below;
 - 3.2.4 instructing the Secretary to issue a certificate stating that the dispute remains unresolved.

- 3.3 Subject to this Agreement, if the dispute has not been settled within 30 days from the date on which the dispute was referred to the Council, and if the parties have not within that period agreed on a process to resolve the dispute, any party to the dispute shall be entitled to pursue whatever means are available in the Act to process that dispute.

4. General dispute settlement procedure:

- 4.1 Any dispute within the Council's jurisdiction which does not fall within the scope of clause 3 above, including an alleged unfair labour practice dispute, shall be dealt with in terms of this sub-clause: Provided that-
- 4.1.1 disputes concerning dismissals shall be processed in terms of clause 5 below;
 - 4.1.2 disputes concerning the interpretation and/or application of the Council's Constitution, and/or this Agreement, shall be processed in terms of clause 6;
 - 4.1.3 disputes referred to in section 127 (2) of the Act shall be referred by the Secretary to the Commission for Conciliation, Mediation and Arbitration (CCMA) for processing;
 - 4.1.4 disputes concerning the interpretation or application or enforcement of collective agreements entered into through the Council shall be processed in accordance with clause 5 below.
- 4.2 A party which refers a dispute to the Council in terms of this procedure must satisfy the Council that a copy of the referral has been served on all the other parties to the dispute.
- 4.3 The Secretary shall arrange a meeting of the parties to the dispute within 21 days of having received the declaration of the dispute. The parties shall use their best endeavours to resolve the dispute between themselves, and shall meet as often as they deem to be necessary for the purposes of resolving the dispute.
- 4.4 If the dispute remains unresolved, the parties may give consideration to the following:
- 4.4.1 Appointing a subcommittee to meet within a specified number of days, for the purpose of attempting to resolve the dispute or, to recommend to the parties a process by which the dispute can be resolved;
 - 4.4.2 referring the dispute to conciliation in terms of clause 7 below: Provided that this shall be compulsory in the event of a dispute involving a non-party to the Council or if required by the Act;
 - 4.4.3 referring the dispute to arbitration in terms of clause 8 below;
 - 4.4.4 instructing the Secretary to issue a certificate stating that the dispute remains unresolved.

- 4.5 Subject to this Agreement, if the dispute has not been resolved within 30 days from the date on which the dispute was referred to the Council, and if the parties have not within that period agreed on a process to resolve the dispute, any party to the dispute may utilise whatever means are available in the Act to process that dispute and the dispute shall be deemed to have been dealt with in accordance with the Council's Constitution.

5. Disputes concerning unfair dismissals:

- 5.1 Any dispute relating to the unfair dismissal of one or more employees and referred to the Council, shall be dealt with in terms of this clause. Any such dispute must be referred to the Council in writing within 30 days of the date of dismissal: Provided that the Council may condone the late referral of such a dispute on good cause shown.

- 5.2 The party referring the dispute must satisfy the Council that a copy of the referral has been served on all other parties to the dispute.

- 5.3 Council shall appoint a conciliator in accordance with clause 7 below and shall arrange a conciliation meeting for the parties to the dispute to take place within 21 days of receipt of notification of the dispute, for the purpose of attempting to resolve the dispute. In attempting to resolve the dispute, the parties may agree to meet as often as they deem necessary.

- 5.4 Subject to this Agreement, if the dispute has not been resolved within 30 days from the date the dispute was referred to the Council, or if the conciliator at any stage has certified that conciliation has failed, any party to the dispute may instruct the Council to refer the dispute to adjudication in terms of the Act. In terms thereof, disputes are adjudicated as follows:

- 5.4.1 Through arbitration, either by consent between the parties to the dispute, or if the dismissed employee-

5.4.1.1 has alleged that the reason for dismissal is related to his conduct or capacity, unless clause 5.4.2.3 below applies;

5.4.1.2 has alleged that the reason for dismissal is that the employer made continued employment intolerable; or

5.4.1.3 does not know the reason for dismissal;

- 5.4.2 by the Labour Court, if the employee has alleged that the reason for dismissal is-

5.4.2.1 automatically unfair;

5.4.2.2 based on the employer's operational requirements;

5.4.2.3 the employee's participation in a strike that does not comply with the provisions of the Act; or

5.4.2.4 because the employee refused to join, was refused membership of or was expelled from a trade union party to a closed shop agreement.

5.5 Any arbitration in terms of clause 5.4.1 above shall be conducted in accordance with clause 8 below. In any such arbitration proceedings, the employee must establish the existence of the dismissal, and the employer must then prove that the dismissal was fair.

6. Interpretation, application or enforcement disputes:

6.1 In the event of any dispute arising relating to the interpretation and/or application of the Council's Constitution, and/or the interpretation, application or enforcement of this Agreement, it shall be processed in terms of this clause.

6.2 A party wishing to refer such a dispute shall notify the Council in writing, setting out the details of the dispute, having served a copy of such notification on all other parties to the dispute. The Council shall arrange a meeting of the parties to the dispute within 14 days of the dispute having been referred in terms of this clause, unless otherwise agreed between the parties. The parties may meet as often as they deem necessary, and may agree on any process for the purposes of resolving the dispute.

6.3 If the dispute is not resolved in terms of clause 6.2 above, any party may refer it to arbitration. Arbitration in terms of this clause shall be of an expedited nature, and the Council shall appoint an arbitrator who is available to commence the arbitration within 14 days, and the arbitration shall take place accordingly. The arbitrator shall be granted the power to determine the procedure to be followed at the arbitration and to regulate any other matter incidental thereto, bearing in mind the proposed expeditious nature of arbitration in terms of this clause. The arbitrator shall for a brief period, determined by him, attempt to resolve the dispute by conciliation prior to the commencement of the arbitration, and shall do so in a manner that does not undermine or unnecessarily extend the arbitration process. The arbitrator shall normally be required to make a determination within seven days of the completion of the hearing: Provided that this may be varied by agreement with the parties to the dispute.

6.4 Subject to clause 6.3 above, any arbitration in terms of this clause shall be conducted in accordance with clause 8.

7. Conciliation:

- 7.1 Any referral to conciliation in terms of this Agreement shall be referred in terms of this clause.
- 7.2 The Council shall establish a panel of conciliators, to whom matters shall be allocated at the discretion of the Secretary: Provided that-
 - 7.2.1 in the event of parties to the dispute agreeing on a conciliator, the Secretary or his nominee shall attempt to appoint that person chosen; and
 - 7.2.2 in the event of the dispute involving a non-party to the Council, the Council shall ensure that the accreditation requirements of the Act are complied with.
- 7.3 Any conciliator so appointed shall determine a process to attempt to resolve the dispute, which may include:
 - 7.3.1 mediating the dispute;
 - 7.3.2 conducting a fact-finding exercise;
 - 7.3.3 making a recommendation to the parties, which may be in the form of an advisory arbitration award.
- 7.4 In any conciliation proceedings, a party to the dispute may appear in person or be represented only by a director or employee of that party, or any member, office bearer or official of that party's registered trade union or registered employers' organisation.
- 7.5 In any conciliation proceedings, if a party to the dispute fails to appear in person or to be represented in accordance with clause 7.4 above, after having been given written notification thereof, and that party-
 - 7.5.1 had referred the dispute to the Council, the conciliator may dismiss the matter; or
 - 7.5.2 had not referred the dispute to the Council, the conciliator may continue with the proceedings in the absence of that party or adjourn the proceedings.
- 7.6 By no later than the end of the 30-day period calculated from the date the dispute was referred to the Council, or any further period agreed between the parties, the conciliator shall provide all parties to the dispute with a copy of a certificate stating whether or not the dispute has been resolved: Provided that the conciliator may, prior to the expiry of this period, confirm that conciliation has failed, in the event that he believes no further purpose would be gained by continuing with the process.

8. Arbitration:

- 8.1 In the event of any dispute being referred to arbitration in terms of this Agreement, it shall be done in accordance with this clause. Parties to a dispute may at any stage agree to invoke the arbitration provisions of this Agreement.
- 8.2 The Council shall establish a panel of arbitrators to whom matters shall be allocated at the discretion of the Secretary: Provided that-
- 8.2.1 in the event of parties to the dispute agreeing on an arbitrator, the Secretary shall attempt to appoint the person chosen; and
- 8.2.2 subject to clause 8.2.1 above, in the event of the Council having a direct interest in any dispute being processed, it shall be arbitrated by a member of the panel who is independent of the Council; and
- 8.2.3 in the event of the dispute involving a non-party to the Council, the Council shall ensure that the accreditation requirements of the Act are complied with.
- 8.3 After consultation with the parties and the appointed arbitrator, the Secretary shall serve notice of the date, time and venue of the arbitration on the parties to the dispute.
- 8.4 The arbitrator may conduct the arbitration in a manner that he considers appropriate in order to determine the dispute fairly and quickly, but shall deal with the substantial merits of the dispute with the minimum of legal formalities: Subject thereto, a party to the dispute may file evidence, call witnesses, question the witnesses of any other party, and address concluding arguments to the arbitrator.
- 8.5 The appointed arbitrator may at any stage prior to or during the arbitration proceedings attempt to resolve the dispute through conciliation with the consent of the parties to the dispute. If appropriate, the arbitrator may refer the dispute to be conciliated by another conciliator.
- 8.6 In the event that the arbitrator attempts conciliation prior to the commencement of arbitration, any party to the dispute may prior to the commencement of the arbitration object to that person continuing to arbitrate the dispute, by written notice to the Secretary. In that event the Secretary shall appoint another arbitrator from the Council's panel as soon as possible.
- 8.7 In any arbitration proceedings, a party to the dispute may appear in person or be represented in accordance with sections 138 (4) and 140 (1) of the Act. For the purposes of applying section 140 (1) of the Act, the arbitrator shall have the powers granted to a Commissioner in terms of that section. These provisions may be varied by agreement between the parties to the dispute.

- 8.8 Unless otherwise provided for in terms of this procedure, any arbitration in terms of this Agreement is conducted in terms of the Arbitration Act, 1965. In this regard it is agreed as follows:
- 8.8.1 In terms of section 17 of that Act, no formal record of proceedings shall be kept;
- 8.8.2 arbitration awards may be delivered other than in the presence of the parties, thereby enabling arbitrators to deliver awards to parties by fax, post or other similar means.
- 8.9 If the party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings, after having been given written notification thereof, the arbitrator may dismiss the matter. Subject to clause 8.15 below, the arbitrator's decision shall be final and binding on all parties to the dispute.
- 8.10 If a party, other than the party who referred to the dispute to the Council, fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may-
- 8.10.1 continue with the arbitration proceedings in the absence of a party; or
- 8.10.2 adjourn the arbitration proceedings to a later date.
- 8.11 Within 14 days of the conclusion of the arbitration proceedings, the arbitrator shall issue a signed arbitration award with reasons, and the Council shall, as soon thereafter as possible, serve a copy of that award on each party to the dispute. The award shall be final and binding on all parties to the dispute.
- 8.12 On good cause shown by the arbitrator concerned, the Secretary may extend the period during which the arbitration award is to be issued.
- 8.13 The arbitrator shall take into account any relevant code of good practice established in terms of the Act and may make any appropriate award including, but not limited to, an award-
- 8.13.1 that gives effect to any collective agreement;
- 8.13.2 that gives effect to the provisions and primary objects of the Act;
- 8.13.3 that includes, or is in the form of, a declaratory order.
- 8.14 The arbitrator may not include an order in the arbitration award for costs incurred by the parties, unless a party, or the person who represented that party in the arbitration proceedings, acted in a frivolous or vexatious manner, or such award is in accordance with a mandate agreed between the parties.

- 8.15 An arbitrator may at his own initiative or as a result of an application by an affected party, vary or rescind an award-
- 8.15.1 erroneously sought or erroneously made in the absence of any party affected by the award;
 - 8.15.2 in which there is an ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or
 - 8.15.3 granted as a result of a mistake common to the parties to the proceedings.
- 8.16 The Secretary or any of the parties may apply to make the arbitration award an order of the Labour Court under section 158 (1) of the Act.
- 8.17 Review proceedings may be instituted within six weeks of the date of service of the award by any party who alleges a defect in the arbitration proceedings or, if the alleged defect involves corruption, within six weeks of the date that the party discovers the corruption. For the purposes of this clause, a defect shall mean where-
- 8.17.1 an arbitrator has committed misconduct in relation to his duties as an arbitrator; or
 - 8.17.2 an arbitrator has committed a gross irregularity in the conduct of the arbitration proceedings or has exceeded his powers; or
 - 8.17.3 an award has been improperly obtained.

9. **General:**

- 9.1 Functions to be performed by the Council in terms of this Agreement shall be performed by the Secretary. The Secretary may delegate any of his functions and responsibilities as set out in this Agreement.
- 9.2 If required by the Act, the Council shall process as an accredited agency any dispute referred in terms of this Agreement by a non-party to the Council, or appoint an accredited agency to conciliate and/or arbitrate that dispute. In the event of an accredited agency being appointed, the conciliation and/or arbitration shall nevertheless be conducted in accordance with this Agreement.
- 9.3 Subject to clause 8.14 above, expenses incurred through conciliation and arbitration proceedings may be charged in any manner determined by the Council.
- 9.4 Any court application in relation to this Agreement, be it urgent or otherwise, shall be made to the Labour Court.
- 9.5 The Council shall establish and maintain a record of all arbitration awards given under its jurisdiction, which shall be available to all parties within the Industry.

- 9.6 The Council shall establish and maintain panels of sufficient arbitrators and conciliators to carry out the arbitration and conciliation functions in terms of this Agreement. The Council may at any stage decide to remove a person from a panel for whatever reason it considers appropriate, including but not limited to incapacity or serious misconduct.
- 9.7 Any notice or service required in terms of this Agreement may be given by fax, hand delivery or registered post.
- 9.8 The Council may be a party to a dispute which is processed in terms of this Agreement.
- 9.9 Without in any way detracting from the rights and obligations emanating from this Agreement, it shall be interpreted and applied in a manner that promotes effective dispute resolution.

**DISPUTE RESOLUTION PROCEDURE FOR THE INTERPRETATION, APPLICATION OR
ENFORCEMENT OF COLLECTIVE AGREEMENTS ENTERED INTO THROUGH THE FURNITURE
AND BEDDING INDUSTRY BARGAINING COUNCIL**

1. Preamble:

Expressions and phrases in this clause, unless the context otherwise indicates, have the same meaning as those defined in the Labour Relations Act, 1995.

2. Referral of complaint:

Any person or party may in writing refer a complaint about the interpretation, application or enforcement of any collective agreement entered into through the Council, to the Secretary of the Council for investigation and resolution in terms of this clause. Any such referral shall be made within 60 days of either that person or party becoming aware of the problem giving rise to that complaint or the parties' failure to resolve the problem in accordance with their internal procedures: Provided that the National Executive Committee may condone a late referral on good cause shown.

3 Investigation of complaint:

The Secretary shall initiate an investigation of the complaint referred to in clause 2 and inform any party against whom a complaint has been made, and may require a designated agent to investigate the matter. Any complaint which on investigation is disputed, may be deemed to be a dispute for the purposes of this Agreement.

4. Designated agents:

In the event of a designated agent being appointed in terms of clause 3 above, or if a designated agent discovers an apparent breach of a collective agreement in the course of performing his duties, the designated agent shall have the powers granted to designated agents in terms of Section 33(3) of the Act. He-

- 4.1 shall investigate the alleged breach and/or dispute;
- 4.2 may endeavour to secure compliance with the Collective Agreement through conciliation;
- 4.3 may issue a compliance order, which calls upon a person or party to comply in a specified manner and within a specified time period, with the terms of a collective agreement; and
- 4.4 as soon as possible after the investigation shall submit a written report to the Secretary, outlining steps taken to secure compliance, the outcome of these steps and recommendations for resolving the matter (if not resolved). The Secretary shall provide the parties involved with a copy of the report.

5. Secretary's functions:

On receipt of any report in terms of clause 4.4 above, or based on the outcome of any investigation resulting from clause 3 above, the Secretary may-

- 5.1 require a designated agent to make further investigations;
- 5.2 appoint a conciliator from the Council's panel of conciliators to conciliate the dispute;
- 5.3 issue a compliance order as contemplated in clause 4.3 above, if not issued previously.

6. Conciliation:

- 6.1 If the dispute is not resolved within 30 days of a party providing written notice to the Council in terms of clause 2 above or of a designated agent initiating an investigation in terms of clause 4.1 above, or any further period agreed between the parties, the Secretary shall refer it to conciliation if it has not previously been referred to conciliation in terms of this Agreement. The Secretary shall appoint a conciliator from the Council's panel of conciliators for this purpose.
- 6.2 In any conciliation proceedings conducted in terms of this Agreement, the conciliator may use whatever process he feels is appropriate in an attempt to resolve the dispute, which may or may not require meetings with the parties or their representatives. The conciliation shall be deemed to have failed if the conciliator declares it so in writing or if the dispute has not been resolved within 14 days of the appointment of a conciliator or

by the initiation of conciliation by a designated agent in terms of clause 4.2 above. This period may be extended by agreement between the conciliator and the parties involved.

- 6.3 In any conciliation proceedings, a party to the dispute may appear in person or be represented only by a director or employee of that party, or any member, office bearer or official of that party's registered trade union or registered employers' organisation.

7. Arbitration:

- 7.1 A dispute shall be referred to arbitration at the written request of any party to the dispute: Provided such request is made to the Secretary within 30 days of the failure of conciliation in terms of clause 6 above.
- 7.2 If the dispute is referred to arbitration, the Secretary shall appoint an arbitrator from the Council's panel of arbitrators. In making the appointment, the Secretary shall take into consideration any views the parties may express about their choice of arbitrator, and shall appoint an arbitrator who is independent of the Council in the event of the Council having a direct interest in the dispute.
- 7.3 After consultation with the parties and the appointed arbitrator, the Secretary shall serve notice of the date, time and venue of the arbitration on-
- 7.3.1 the parties to the dispute; and
- 7.3.2 any other person(s) or parties who he is aware may have a direct interest in the outcome of the arbitration.
- 7.4 In the event that the person(s) or parties contemplated in clause 7.3.2 above are employees of a party to the dispute, notice shall be deemed to be served if-
- 7.4.1 It is served on a trade union of which they are a member; or
- 7.4.2 it is prominently displayed on a notice board at their workplace.
- 7.5 Any notice contemplated in terms of clause 7.4.2 above shall provide for a process whereby such persons or parties, through their representatives, may elect to participate in the arbitration proceedings. The right of representation shall be subject to clause 7.9 below.

- 7.6 The arbitrator may at any stage prior to or during the arbitration proceedings attempt to resolve the dispute through conciliation with the consent of the parties to the dispute. If appropriate, the arbitrator may refer the dispute to be conciliated by another conciliator.
- 7.7 In the event that the arbitrator attempts conciliation prior to the commencement of arbitration, any party to the dispute may prior to the commencement of the arbitration object to that person continuing to arbitrate the dispute, by written notice to the Secretary. In that event, the Secretary shall appoint another arbitrator from the Council's panel as soon as possible.
- 7.8 The arbitrator may conduct the arbitration in the manner that he considers appropriate in order to determine the dispute fairly and quickly, but shall deal with the substantial merits of the dispute with the minimum of legal formalities.
- 7.9 Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute may give evidence, call witnesses of any other party, and address concluding arguments to the arbitrator.
- 7.10 In any arbitration proceedings a party to the dispute may appear in person or be represented only by a legal practitioner, director or employee of that party, or any member, office bearer or official of that party's registered trade union or registered employer's organisation.
- 7.11 Any arbitration in terms of this Agreement shall be conducted in terms of the Arbitration Act, 1965: Provided that in terms of section 17 of that Act, it is agreed that no formal record of proceedings shall be kept. It is further agreed that arbitration awards may be delivered other than in the presence of the parties, thereby enabling arbitrators to deliver awards to parties by fax, post, or other similar means.
- 7.12 If the party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings after having been given written notification thereof, the arbitrator may dismiss the matter. Subject to clause 7.17 below, the arbitrator's decision shall be final and binding on all parties to the dispute.
- 7.13 If a party other than a party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings the arbitrator may-
- 7.13.1 continue with the arbitration proceedings in the absence of that party; or
- 7.13.2 adjourn the arbitration proceedings to a later date.

7.14 Within 14 days of the conclusion of the arbitration proceedings, the arbitrator shall issue a signed arbitration award with reasons, and the Council shall, as soon thereafter as possible, serve a copy of that award on each party to the dispute. The award shall be final and binding on all parties to the dispute.

7.15 On good cause shown by the arbitrator concerned, the Secretary may extend the period during which the arbitration award is to be issued.

7.16 The arbitrator may make any appropriate award that gives effect to the Collective Agreement. In considering the retrospective application of any award, the arbitrator shall consider, *inter alia*, the period of operation of the collective agreement in question and the reasons for any delays in processing the dispute. The arbitrator shall include an order in the arbitration award for the recovery of the costs of conducting the arbitration. The arbitrator may not include an order in the arbitration award for costs (other than costs of conducting the arbitration) incurred by the parties unless a party, or the person represented that party in the arbitration proceedings, acted in a frivolous or vexatious manner, or unless such award is in accordance with a mandate agreed between the parties.

7.17 An arbitrator may at his own initiative or as a result of an application by an affected party, vary or rescind an award-

7.17.1 erroneously sought or erroneously made in the absence of any party affected by the award;

7.17.2 in which there is an ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or

7.17.3 granted as a result of a mistake common to the parties to the proceedings.

7.18 The Secretary or any of the parties may apply to make the arbitration award an order of the Labour Court under section 158 (1) of the Act.

7.19 Review proceedings may be instituted within six weeks of the date of service of the award by any party who alleges a defect in the arbitration proceedings or, if the alleged defect involves corruption, within six weeks of the date that the party discovers the corruption. For the purposes of this clause, a defect shall mean where-

7.19.1 an arbitrator has committed misconduct in relation to his duties as arbitrator; or

7.19.2 an arbitrator has committed a gross irregularity in the conduct of the arbitration proceedings or has exceeded his powers; or

7.19.3 the award has been improperly obtained.

8. General:

- 8.1 Functions to be performed by the Council in terms of this clause shall be performed by the Secretary. The Secretary may delegate any of his functions and responsibilities as set out in this Agreement.
- 8.2 If required by the Act, the Council shall process as an accredited agency any dispute referred in terms of this Agreement by a non-party to the Council, or appoint an accredited agency to conciliate and/or arbitrate that dispute. In the event of an accredited agency being so appointed, the conciliation and/or arbitration shall nevertheless be conducted in accordance with this Agreement.
- 8.3 This Agreement is concluded by the Council in accordance with section 24 (1) of the Act, and disputes over the interpretation, application or enforcement of any collective agreement entered into through in the Council shall be processed in terms of this Agreement, unless otherwise agreed by the parties to any such collective agreement.
- 8.4 The Council may be a party to a dispute which is processed in terms of this clause.
- 8.5 Subject to clause 7.16 above, expenses incurred through conciliation and arbitration proceedings may be charged in any manner determined by the Council.
- 8.6 Any court application in relation to this Agreement, be it urgent or otherwise, shall be made to the Labour Court.
- 8.7 Any notice or service required in terms of this Agreement may be given by hand, fax or registered post.
- 8.8 Without in any way detracting from the right and obligations emanating from this Agreement, it shall be interpreted and applied in a manner that promotes effective dispute resolution.

CHAPTER 4**MINIMUM WAGES AND GRADINGS**

NOTE: Payment of wages shall be determined by reference to the nature of work performed on any machines without reference to the type of machine used.

The nature of work performed on a machine while in operation shall be the deciding factor in determining the type of the machine.

1. WAGE INCREASES:

The following shall be the minimum weekly wages specified for the respective classes of work enumerated hereunder: Provided that on each occasion the minimum specified rate has to be increased in terms of this Agreement, employees who are in receipt of a wage in excess of the minimum specified rate for the class of work performed by them shall notwithstanding anything to the contrary herein contained, receive an increment equivalent to the percentage increase or monetary equivalent the amount specified in SCHEDULE 2:

FURNITURE MANUFACTURING**2. GRADE I EMPLOYEE****A**

Employees employed in any or all of the operations performed in the Furniture and Bedding Manufacturing Industry, with the exception of the employees referred to in clauses 3 to 32: Provided that in respect of the operations relating to any new machine introduced and not specified in clauses 3 to 32, inclusive, employees shall be paid for such operations at the minimum wage specified in this clause until such time as the Council determines the wage rate for the operations performed on such machine: Provided that the Council shall complete the grading of such new operation within 30 days of initiation.

A. FURNITURE MAKING**3. GRADE II EMPLOYEE****B**

- 3.1 Planning by hand;
- 3.2 chiseling;
- 3.3 scraping;
- 3.4 rasping;
- 3.5 filing;
- 3.6 spokes-making;
- 3.7 sawing by hand;
- 3.8 cutting miters by hand;
- 3.9 knocking and/or punching and/or shooting in nails and/or panel pins and/or staples.

4. GRADE III EMPLOYEE**C**

- 4.1 Securing glass in frames (other than screwing operations);
- 4.2 cutting mitres of moulded beadings by guillotine;
- 4.3 stapling of drawer bottoms.

5. GRADE IV EMPLOYEE**D**

- 5.1 Inserting plugs and/or slivers and removing excess;
- 5.2 all bolting, including the bolting of fittings and screwing of handles into pre-drilled holes, excluding the assembling of furniture and/or furniture parts by means of bolting and/or fitting, other than the operations referred to in clause 5.3;
- 5.3 affixing fitting or rod sockets and/or striking plates and/or escutcheons and/or self studs;
- 5.4 Drilling guide holes for bolts, mails, screws and/or plastic inserts by hand or hand tool;
- 5.5 making and/or pointing of dowels;
- 5.6 bending solid timber;
- 5.7 affixing of any kind of glue block (not screwed or nailed down);
- 5.8 affixing sockets for casters;
- 5.9 affixing of casters and/or domes and/or bed irons, hanger bolts and plates;
- 5.10 knocking in and/or securing of corner blocks to chairs (only of the type known as "Kitchen Bentwood", "Globe", "Standard", "Sturdy", and "Super"): Provided that such corner blocks shall not be nailed, pinned or screwed;
- 5.11 dipping of solid time into softening solution;
- 5.12 mixing and/or mass-measuring and/or preparing glue;
- 5.13 knocking in dowels;
- 5.14 applying glue and/or glue hardeners;
- 5.15 inserting screws into prebored holes preparatory to screwing;
- 5.16 inserting corrugated fasteners in the process of assembling frames;
- 5.17 assisting in the putting together or assembling of furniture parts which are to be cramped or clamped: Provided that the ratio of such assistants to employees in receipt of wages specified in clause 2 of this Chapter, who are engaged in cramping, shall not exceed four to one and that such assistants shall not be deemed to be assistants in the absence of the aforementioned employee who is in receipt of the wage specified in clause 2 of this Chapter: Provided further that the assistants shall not be permitted to bore holes;
- 5.18 dropping glass into pre-made grooves;
- 5.19 affixing by hand only of selfretaining and/or gummed strips for the purpose of covering board edges;
- 5.20 affixing of nut covers, ferrules and/or glides;

- 5.21 inserting of screw bolts into stumps or legs;
- 5.22 knocking in of plugs into pre-bored holes to cover any fixing devices;
- 5.23 marking out by template, pattern or jigs;
- 5.24 attaching mirrors by means of adhesive tape;
- 5.25 inserting ornamental beading into prepared grooves (not on panels).

B. FURNITURE MACHINING

6. GRADE II EMPLOYEE

B

Setting up and/or operating and/or performing work with any one or more of the following machines:

- 6.1 Thicknesser (any planing other than jointing/planing);
- 6.2 four and/or five cutter planer moulder machine;
- 6.3 automatic copying machine or copying lathe;
- 6.4 multiple cutter carving machine;
- 6.5 rip-saw;
- 6.6 copying lathe;
- 6.7 cross-cut saw;
- 6.8 bandsaw
- 6.9 surfacer
- 6.10 straight line edger;
- 6.11 dovetailing machine.

7. GRADE III EMPLOYEE

C

Setting up and/or operating and/or performing work with any or more of the following machines:

- 7.1 Jig saw;
- 7.2 boring machine;
- 7.3 hinge recessing machine;
- 7.4 dowel inserting machine;
- 7.5 belt-sandpapering machine;
- 7.6 mortice machine;
- 7.7 drum sanding machine;
- 7.8 guillotine;
- 7.9 bobbin sandpapering or reciprocating machine;
- 7.10 disc sanding and/or brushback, orbital sanders;
- 7.11 af-cramp;
- 7.12 edge veneering machine, including edge veneering, trimming and/or sanding operations only.

8. GRADE IV EMPLOYEE**D**

Setting up and/or operating and/or performing work with any one or more of the following machines:

- 8.1 Wood threading and/or wood tapping machine;
- 8.2 dowel squashing machine;
- 8.3 tennon squashing machine (other than cramping operations);
- 8.4 making and/or joining sandpaper belts for belt-sandpapering machine;
- 8.5 making and/or affixing discs of sandpaper;
- 8.6 cutting sandpaper for sandpapering machine;
- 8.7 affixing sandpaper to bobbins and/or sanding machines;
- 8.8 loading and unloading of jigs with material in preparation for machining:
Provided that such jigs are not used for cramping of furniture parts;
- 8.9 greasing and/or oiling machines and/or motor vehicles.
- 8.10 Feeding and/or operating of machines that have an automatic feeder or hopper of similar device that only requires putting material in or on an automatic feeder or hopper or similar device.

C. SAW DOCTORING, MACHINE MAINTENANCE AND MACHINE REPAIRING**9. GRADE III EMPLOYEE****C**

Assistant to the saw doctor in doctoring saws, cutter, blades and knives, not in his permanent absence.

D. POLISHING DEPARTMENT**10. GRADE II EMPLOYEE****B**

- 10.1 Spraying undercoating;
- 10.2 producing a design by means of a stencil and/or silk screen;
- 10.3 ageing (other than by hand).

11. GRADE III EMPLOYEE**C**

Ageing by hand.

12. GRADE IV EMPLOYEE**D**

- 12.1 Transferring nursery rhymes and/or nursery characters on to furniture;
- 12.2 producing a design by means of a transfer;
- 12.3 mixing stains and/or colouring materials;
- 12.4 stripping of polished surface by hand or machine;
- 12.5 filling in holes and/or crevices;
- 12.6 waxing, bleaching, staining and oiling;
- 12.7 touching up at the point of loading and/or off-loading;
- 12.8 painting and/or filling edges of laminated board or of plywood;

- 12.9 removing and replacing doors and/or fittings from articles of furniture for the purpose of polishing and/or repairing;
- 12.10 spreading flock on adhesive surfaces and the application of the adhesive for flock for the insides of drawers only;
- 12.11 spraying metal;
- 12.12 dipping in enamel, paint or lacquer;
- 12.13 straining solutions;
- 12.14 cleaning spraying apparatus;
- 12.15 feeding and/or off-loading and/or operating of flow-coater machines or similar plant but excluding the setting up;
- 12.16 ragging or wiping and/or washing by hand.

E. UPHOLSTERY DEPARTMENT

13. GRADE II EMPLOYEE

B

- 13.1 Making and/or affixing a foundation for coil springs with any material other than wooden and/or metal laths;
- 13.2 securing springs and/or spring units to foundations;
- 13.3 lashing springs in position;
- 13.4 upholstering box spring, bed base or studio couches;
- 13.5 upholstering headboards other than diamond buttoning;
- 13.6 upholstering occasional chairs, diningroom and/or kitchen chairs.

For the purposes of this clause, a spring unit means an independent assembly of coil or continuous springs so interconnected, associated or constructed as to provide a spring cushion, seat and/or seating device.

14. GRADE III EMPLOYEE

C

- 14.1 Tacking and/or stapling gimp and/or fringes;
- 14.2 buttoning, excluding buttoning of loose cushions (other than diamond buttoning);
- 14.3 marking off preparatory to the securing of gimp and/or fringes;
- 14.4 marking and/or affixing foundations for coil spring units with wood and/or metal laths;
- 14.5 tufting.

15. GRADE IV EMPLOYEE

D

- 15.1 Affixing helical springs and/or chain and/or hoop iron for the sole purpose of serving as a support for loose cushions;
- 15.2 Affixing rubber strips for the sole purpose of serving as a support for loose cushions;
- 15.3 Affixing helical springs and/or chains and/or zig-zag or no-sag springs to frames for upholstery;

- 15.4 affixing hoop iron and/or webbing and/or webbing substitutes to loose seats and/or backs for diningroom chairs;
- 15.5 springing up spring edges with zig-zag and/or no-sag type of spring to frames for upholstery, including the attachment of any component part but excluding the tacking and/or securing of hessian and/or sisal and/or substitutes for hessian or sisal;
- 15.6 nailing and/or tacking plywood and/or compressed board to loose seats and backs of chairs for upholstery;
- 15.7 securing pads to unaffixed spring cushion units;
- 15.8 cutting of platforms, used for covering helical springs;
- 15.9 operating a teasing and/or bale opening and/or bale breaking machine and/or performing any work therewith;
- 15.10 filling cushion cases and/or slips and/or bolsters by hand or machine;
- 15.11 unwinding filling materials in rope form;
- 15.12 making buttons and/or tufts;
- 15.13 assisting upholsterer in holding cover;
- 15.14 marking banding and/or beading;
- 15.15 sorting of ready-cut materials after bulk cutting;
- 15.16 regulating and/or preparing completed cushions for delivery;
- 15.17 cutting foam rubber and/or similar substances to size or shape;
- 15.18 glueing of foam rubber and/or similar substances to covering material for quilting only;
- 15.19 cutting rubber strips;
- 15.20 joining together foam rubber and/or similar substances;
- 15.21 affixing textile and/or synthetic strips to foam rubber and/or similar substances, but expressly excluding the affixing of covering material thereto, viz. "Fly";
- 15.22 breaking up and/or cutting up by hand of bulk rolls of upholstery materials of all kinds from selfedge to selfedge;
- 15.23 cutting cardboard in upholstery section by hand and/or machine;
- 15.24 operating foam mincing machine;
- 15.25 assisting cutter in putting down layers of lengths of cloth;
- 15.26 straight cutting of materials by hand machine for bottoms or underseating over springs (linen and hessian);
- 15.27 marking out pattern for chair or settee backs on all materials (repetitive marking);
- 15.28 tacking on bottoms of upholstered articles;
- 15.29 stripping of furniture for recovering;
- 15.30 affixing of rubber or substitutes to bare frames for upholstery (excluding the sewing, stapling or tacking thereof);
- 15.31 affixing of cardboard or lining materials to bare frames for upholstery;
- 15.32 affixing of cardboard, calico or hessian backs to upholstered headboards only.

F. VENEER DEPARTMENT**16. GRADE III EMPLOYEE****C**

- 16.1 Jointing veneer other than on surface planer;
- 16.2 making and/or inserting inlays (excluding inlaying of veneer with an artistic design and quartering veneers);
- 16.3 cutting backing and non-match veneers.

17. GRADE IV EMPLOYEE**D**

- 17.1 Edge veneering by hand;
- 17.2 operating pressed and/or attending and/or loading and/or unloading of presses of any kind;
- 17.3 washing and/or removing gum and/or glue and/or tapes and/or paper;
- 17.4 stacking parts after pressing;
- 17.5 applying and/or spreading glue and glue hardeners;
- 17.6 trimming away excess veneer after affixing of veneer (by hand tool);
- 17.7 tapeless jointing by machine;
- 17.8 taping and/or stapling and/or tacking veneers and/or plywood and/or hardboard into position for pressing.

G. FURNITURE CARVING DEPARTMENT**18. GRADE IV EMPLOYEE****D**

- 18.1 Stipple punching;
- 18.2 glueing and/or affixing beading to board for carving;
- 18.3 mixing ingredients for mouldings;
- 18.4 making moulded embellishments (excluding the affixing thereof).

H. FURNITURE PACKING**19. GRADE IV EMPLOYEE****D**

- 19.1 Affixing strengthening woodstrips to completed furniture for the purpose of packing or transporting;
- 19.2 making packing crates and/or cases for furniture and/or parts thereof;
- 19.3 packing furniture and/or furniture parts in hessian;
- 19.4 packing furniture and/or furniture parts in cartons and/or cardboard containers and/or plastic sheeting;
- 19.5 closing cartons and/or cardboard containers;
- 19.6 wrapping furniture and/or furniture parts in paper and/or cardboard and/or plastic sheeting;

- 19.7 removal of fittings and/or parts from articles of furniture to facilitate transportation and/or packing;
- 19.8 replacement of fittings and/or parts previously to facilitate their transportation and/or packing.

I. GENERAL OPERATIONS

20. GRADE IV EMPLOYEE

D

- 20.1 Weaving of cane;
- 20.2 affixing cane seats;
- 20.3 riempie work;
- 20.4 setting up and/or operating teasing machine and/or performing work therewith;
- 20.5 making and/or cutting pads for spring units;
- 20.6 employees employed in connection with any of the processes in the construction of spring interiors and/or the manufacture of their component parts;
- 20.7 setting up and/or operating springmaking machines;
- 20.8 affixing speaker cloths and fabrics to rails, doors, panels and boards for radio cabinets;
- 20.9 removing excess glue spread on furniture or parts thereof;
- 20.10 cutting metal rods and/or hinges and/or metal tubes and/or metal springs and/or hoop iron and/or wire and/or metal strips;
- 20.11 riveting and/or making threads on iron bolts and/or rods;
- 20.12 straightening hoop iron;
- 20.13 punching holes in metal;
- 20.14 cleaning metal rods;
- 20.15 bending, drilling and/or assembling metal parts;
- 20.16 baling springs;
- 20.17 dipping springs into a solution for the purpose of preservation;
- 20.18 cleaning sandpapering machine dustbags;
- 20.19 unbaling and/or beating filling material;
- 20.20 teasing filling materials by hand;
- 20.21 cleaning and/or sweeping premises;
- 20.22 cleaning machinery and/or plants and/or tools and/or utensils and/or saw blades;
- 20.23 loading and/or unloading materials;
- 20.24 transportation of goods by handcart;
- 20.25 transportation of goods by pedal cycle;
- 20.26 operation of mechanised handling equipment;
- 20.27 unpacking raw materials;
- 20.28 attending boilers and/or incinerators and/or ovens;
- 20.29 loading and/or unloading and/or attending kilns;
- 20.30 making and/or serving beverages;

- 20.31 washing-up eating and/or drinking utensils;
- 20.32 reating of timber for preservation;
- 20.33 joining machine driving belts;
- 20.34 mass-measuring;
- 20.35 stripping furniture;
- 20.36 fetching and/or carrying;
- 20.37 loading and/or unloading vehicles;
- 20.38 assisting machinist in handling raw materials before and after machining;
- 20.39 assistant to despatch clerk, storeman or timekeeper;
- 20.40 limewashing;
- 20.41 making of buttons;
- 20.42 delivering messages and/or letters;
- 20.43 cleaning with a brush.

J. UPHOLSTERY SEAMSTERS' AND/OR SEAMSTRESSES' WORK

21. GRADE III EMPLOYEE

C

- 21.1 Sewing of furniture covers;
- 21.2 sewing on and/or hooking on of any attachments;
- 21.3 sewing of cushion cases and/or cushion slips;
- 21.4 making and/or sewing of quilted covers;
- 21.5 making piping;
- 21.6 slip-stitching and/or sewing gimp and/or fringes and/or materials;
- 21.7 marking off and/or affixing gimp, frings, braid and/or pleating;
- 21.8 buttoning of loose cushions other than diamond buttoning.

K. CURTAINING SECTOR

22. GRADE I EMPLOYEE

K

- 22.1 A curtain maker who supervises the entire curtain making process.

23. GRADE II(A) EMPLOYEE

L

- 23.1 Supervises sections of the curtain making process;
- 23.2 curtain fitter.

24. GRADE II(B) EMPLOYEE

M

- 24.1 Prepares patterns, marks and cuts swags and tails.

25. GRADE III(A) EMPLOYEE

N

- 25.1 Checks for flaws, calculates cutting sizes, makes tickets and cuts fabric;

- 25.2 prepares, covers and decorates pelmets;
- 25.3 machines frills, borders, piping, zips, swags and tails;
- 25.4 storeman.

26. GRADE III(B) EMPLOYEE

O

- 26.1 Machines, joins patterned fabric attached tapes, marks and pleats headings.

27. GRADE IV(A) EMPLOYEE

P

- 27.1 Joins and hems plain fabrics overlocks and blind stitches plain and patterned fabrics;
- 27.2 cuts fabric previously marked, and marks and cuts lining;
- 27.3 measures, marks and trims curtains and other items to size and shapes;
- 27.4 driver of a light delivery vehicle, but does not fit curtains.

28. GRADE IV(B) EMPLOYEE

Q

- 28.1 Stitches by hand on any items including pelmets.
- 28.2 pulls up curtain tapes to size and attaches hooks and trims to size;
- 28.3 uses an iron, steam-iron or presser and also cleans fabrics;
- 28.4 fits products associated with window treatment under the supervision of a fitter and cuts and covers rails, rods and battons;
- 28.5 prepares pelmets under the supervision of a pelmet maker.

29. GRADE V EMPLOYEE

R

- 29.1 Cleaning in factory, folding and packing away fabric and remnants;
- 29.2 making teas, light lunches, cleaning staff tearooms.

L. MISCELLANEOUS – ANCILLARY OCCUPATIONS

30. GRADE II EMPLOYEE

B

- 30.1 Despatch clerk;
- 30.2 storeman;
- 30.3 timekeeper;
- 30.4 welding, other than spot-welding;
- 30.5 sandblasting and/or burning.

31. GRADE III EMPLOYEE

C

- 31.1 Caretaker;
- 31.2 watchman;
- 31.3 spot-welder;
- 31.4 welding of fabric.

M. HANDSANDING OPERATIONS ALL DEPARTMENTS**32 GRADE IV(A) EMPLOYEE****E**

- 32.1 Rasping and/or filing and/or scraping (operations in carving only);
- 32.2 sandpapering by hand or portable machine;
- 32.3 rubbing with an abrasive paste and/or abrasive liquid by machine and/or mechanical appliance;
- 32.4 punching away any protruding nails, pins and/or staples: Provided that this is done only by hand-sandpaperers finding such unpunched items during the sandpapering process in the sandpapering section;
- 32.5 machine for sanding turned parts;
- 32.6 reviving by hand or machine and/or mechanical appliance with a substance other than an abrasive paste and/or abrasive liquid.

N. FOREMAN, CHARGEHANDS, SUPERVISORS AND GRADE IV CHARGEHANDS

- 1. Foremen and supervisors.
- 2. Chargehands.
- 3. Grade IV chargehands.

F**G****H****BEDDING MANUFACTURING****A. MACHINE MAINTENANCE AND REPAIRING**

- 1. **GRADE I EMPLOYEE**
Maintenance fitting.

A**B. MATTRESS MAKING**

- 2. **GRADE II EMPLOYEE**

I

Employees employed in any or all of the operations performed in the Bedding Manufacturing Industry, with the exception of the operations referred to in clauses 2 and 4 to 9: Provided that in respect of the operations relating to any new machine introduced and not specified in clauses 4 to 9, inclusive, employees shall be paid for such operations at the minimum wage specified in this clause until such time as the Council determines the wage rate for the operations performed on such machine.

3. GRADE III(A) EMPLOYEE**J**

Assisting mattress maker in one or more of the following operations:

- 3.1 Operating a filling machine;
- 3.2 preparing frames for quilting machine;
- 3.3 securing pads to spring units;
- 3.4 securing mattress panels to spring units;
- 3.5 securing mattress panels to spring units (not operating tape edge machine or roll edge machine);
- 3.6 laying out filling materials on spring units.

C. UPHOLSTERING OF BOX SPRING, BED BASES OR STUDIO COUCHES**4. GRADE II EMPLOYEE****I**

Upholstering all bases, spring or firm.

D. MATTRESS SEAMSTERS**5. GRADE III EMPLOYEE****C**

- 5.1 Sewing of mattress covers;
- 5.2 cutting of mattress cases and/or parts of mattress case and/or covers for mattress cases.

E. GENERAL OPERATIONS**6. GRADE IV EMPLOYEE****D**

- 6.1 Affixing helical springs and/or chain and/or hoop iron for the sole purpose of serving as a support for a loose cushion;
- 6.2 affixing rubber strips for the sole purpose of serving as a support for a loose cushion;
- 6.3 affixing a helical spring and/or chain and/or zig-zag or no-sag type of springing and/or affixing hoop iron to loose mats and/or backs for diningroom chairs, but excluding the building of a spring edge on backs and/or seats and/or arms of frames;
- 6.4 securing sisal and/or coir pads to spring cushion units;
- 6.5 cutting of platforms used for covering helical springs;
- 6.6 bolting in position arms and/or backs of studio couches where the points of conjunction have been predetermined and/or backs of studio couches where the points of conjunction have been predetermined and/or prepared by means of drilling or otherwise;
- 6.7 bolting and/or assembling and/or meshing of bedspring frames and/or enlarging and/or truing up drilled holes;
- 6.8 preparing spools for any type of needling machine;

- 6.9 cutting quilted borders to length;
- 6.10 punching holes in mattress border;
- 6.11 fitting handles and/or ventilators to mattress border;
- 6.12 setting up and/or operating an interlacing machine and/or performing work therewith;
- 6.13 cutting pads;
- 6.14 staining and/or varnishing of bed spring frames by hand;
- 6.15 affixing lugs;
- 6.16 hanging loops on needles in compression tufting;
- 6.17 loading and/or wheeling and/or operating a cloth spreading machine or performing work therewith;
- 6.18 operating a teasing and/or bale opening and/or foam chipping machine and/or performing work therewith;
- 6.19 setting up and/or operating a loop making machine and/or performing work therewith;
- 6.20 attaching loops to buttons and/or tufts;
- 6.21 attaching spring units to bed frames, excluding the building of a foundation for a box spring;
- 6.22 affixing of sisal and/or coir pads by hand to interior spring units;
- 6.23 filling cushion covers and/or bolsters with filling material other than spring interiors;
- 6.24 unwinding filling materials in rope form;
- 6.25 making buttons and/or tufts;
- 6.26 assisting upholsterer in holding cover serving as a support for a loose cushion;
- 6.27 assisting a despatch clerk, storeman or timekeeper;
- 6.28 making banding and/or beading;
- 6.29 sorting of ready-cut materials after bulk cutting;
- 6.30 regulating and/or preparing completed cushions for delivery;
- 6.31 cutting foam rubber to size;
- 6.32 cutting rubber strips;
- 6.33 joining together foam rubber;
- 6.34 affixing foam rubber to material for quilting purposes only;
- 6.35 mass-measuring;
- 6.36 stripping of bedding;
- 6.37 cutting chain and/or wire and/or hoop iron and/or square and/or diamond mesh links;
- 6.38 preparing rollers for quilting machines;
- 6.39 inserting of foam rubber and/or plastic blocks into mattress cases;
- 6.40 wrapping and packing articles in cardboard, paper, plastic or similar material;
- 6.41 cleaning premises, vehicles, machinery, implements, tools, utensils and other articles;
- 6.42 loading or unloading vehicles and assisting on delivery vehicles;
- 6.43 carrying, moving, stacking or unpacking articles;
- 6.44 delivering or conveying messages, letters or other articles on foot or by means of a bicycle, tricycle or other hand or foot-propelled vehicle;

- 6.45 making and/or serving beverages;
- 6.46 affixing of cardboard or lining materials to bed bases.

F. MISCELLANEOUS – ANCILLARY OCCUPATIONS

7. GRADE I(A) EMPLOYEE

B

- 7.1 Despatch clerk;
- 7.2 storeman;
- 7.3 timekeeper;
- 7.4 welding, other than spot-welding.

8. GRADE III EMPLOYEE

C

- 8.1 Caretaker;
- 8.2 watchman;
- 8.3 spot-welding;
- 8.4 affixing of "T" nuts by of stapling only.

G. FOREMAN, CHARGEHANDS AND SUPERVISORS AND GRADE IV CHARGEHANDS

- 1. Foremen, supervisors.
- 2. Chargehands.
- 3. Grade IV chargehands.

F
G
H

DRIVERS

Payloads	Category
a) Driver of motorvehicle authorised to carry or haul a payload of –	
i) Under 3 ton	S
ii) Over 3 ton but not exceeding 5 ton	T
iii) Over 5 ton but not exceeding 7 ton	U
iv) over 7 ton	V
b) Driver of fork lift, tractor, scooter, passenger car	W
Provided, however, that no employee shall at any time, by reason of any provision of these clauses, be paid a wage less than that which he received or would have been entitled to receive in his particular post as at the date on which this Agreement comes into operation.	

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SUBSISTENCE ALLOWANCE

An employer shall, in addition to any other remuneration due, pay his employee who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period extending over one or more nights, a subsistence allowance of not less than X in Schedule 2 of this Agreement.

APPRENTICES IN DESIGNATED TRADES

The Furniture Industry is exempted from the National Manpower Training Act and all new apprentices must be indentured by the Furniture Industry Training Board.

For every stage that an apprentice passes, he has to get an increase of AE as per Schedule 2 of this Agreement.

STAGES	CATEGORY
Indentured	Y
Passed Stage 1	Z
Passed Stage 2	AA
Passed Stage 3	AB
Passed Stage 4	AC
Passed Stage 5	AD

SCHEDULE 1**CALCULATION OF CONTRIBUTIONS PAYABLE TO THE COUNCIL****1. HOLIDAY BONUS FUND**

The amount payable by the employer only shall be equal to:

- 1.1 15% of the employee's remuneration if the full number of hours possible in any specific pay week has been worked, plus any overtime worked: Provided that if time has been lost up to 20 minutes per week, the employee shall still be entitled to 15% on the actual hours worked;
- 1.2 10% of the employee's remuneration if the employee worked up to one hour less than the full number of hours possible in any specific pay week;
- 1.3 5% of the employee's remuneration if the employee has lost more than one hour of the full number of hours possible for the specific week.

2. PROVIDENT FUND (payable only when more than 16 hours per week have been worked)

- 2.1 Employees in Industry: 6% of normal weekly wage plus R5,25 from the employee per week plus an equal amount from the employer. (The R5,25 and equal amount from the employer will only be payable in respect of employees who are not members of the Sick Benefit Society.)
- 2.2 Working employers: 12% of a foreman's specified weekly wage plus R10,50 per week.

3. SICK BENEFIT SOCIETY (payable only when more than 16 hours per week have been worked)

- 3.1 Member: 3,5% of normal weekly wage from the employee (subject to a maximum weekly wage of R600,00) per week plus an equal amount from the employer.
- 3.2 Dependants: R3,50 per dependant per week from the employee (subject to a maximum payment for four dependants) plus an equal amount from the employer.

4. EXPENSES OF THE COUNCIL (payable only when more than 16 hours per week have been worked)

R1,44 per week from the employee plus an equal amount from the employer.

This amount shall be increased annually by the percentage equivalent to the average percentage increase in the specified minimum wages.

5. TRAINING FUND

Every employer shall pay to the Council a monthly levy equivalent to 1% of the total remuneration paid by him to all his employees (excluding payment for overtime, bonus and holiday fund), plus VAT at the prevalent rate.

6. REGISTRATION FEE

R100,00.

SCHEDULE 2

SPECIFIED MINIMUM WAGES

Sector	Category	Specified minimum rate for period ending 99-06-30	Minimum weekly increase from 98-07-01 in respect of the parties
F U B R E N D I & D T I U N R G E	A	588,87 per week	48,62
	B	572,69 per week	47,29
	C	494,08 per week	40,80
	D	540,33 per week	44,61
	E	531,83 per week	43,91
	F	521,58 per week	43,07
	G	501,62 per week	41,42
	H	496,12 per week	40,96
	I	480,50 per week	39,67
	J	477,56 per week	39,43
C U R T A I N S	K	527,50 per week	32,50
	L	483,06 per week	32,50
	M	472,06 per week	32,50
	N	449,62 per week	32,50
	O	438,62 per week	32,50
	P	417,50 per week	32,50
	Q	406,50 per week	32,50
	R	375,70 per week	32,50
DRIVERS	S	491,35 per day	40,57
	T	498,38 per week	41,15
	U	506,25 per week	41,80
	V	514,07 per week	42,45
	W	478,23 per week	39,49
	X	32,70 per week	—
APPRENTICES	A	489,77 per week	40,44
	Z	506,12 per week	41,79
	AA	519,74 per week	42,91
	AB	533,37 per week	44,04
	AC	546,99 per week	45,16
	AD	560,62 per week	46,29
	AE	12,50 per week	—

Agreement, Schedules and Rules and Regulations signed at Johannesburg on this 17th day of November 1998.

R. CORNICK

Chairman of the Council

E. NKOSI

Vice-Chairman of the Council

P. C. SMIT

General Secretary of the Council

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