

Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette **No. 11862** *Regulasiekoerant*

Vol. 722 **11 August / Augustus 2025** **No. 53141**

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5845

9 771682 584003 53141



AIDS HELPLINE: 0800-0123-22 Prevention is the cure

IMPORTANT NOTICE:

THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.

NO FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

Contents

No.		Gazette No.	Page No.
	GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS		
Employment and Labour, Department of / Indiensneming en Arbeid, Departement van			
R. 6497	Labour Relations Act (66/1995): Bargaining Council for the Furniture Manufacuring Industry of the Cape Provinces: The Main Collective Agreement; and Extension to Non-parties of the Main Collective Agreement	53141	3

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 6497 **11 August 2025**

CANCELLATION OF GOVERNMENT NOTICE

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE CAPE PROVINCES: THE MAIN COLLECTIVE AGREEMENT

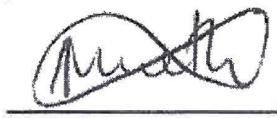
I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices No. R.1790 of 8 May 2023 and R. 5971 of 7 March 2025 with effect from the second Monday after the date of publication of this notice.

MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 07 August 2025

LABOUR RELATIONS ACT, 1995

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

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Furniture Manufacturing Industry of the Cape Provinces**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the Second Monday after publication of this Notice and shall remain in force until the last full pay week of March 2027



MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 07 August 2025

SCHEDULE

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE CAPE PROVINCES

MAIN COLLECTIVE AGREEMENT

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

CAPE FURNITURE MANUFACTURERS' ASSOCIATION

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

NATIONAL UNION OF FURNITURE AND ALLIED WORKERS OF SOUTH AFRICA

(hereinafter referred to as the "Employees" or the "trade union") of the other part,

Being the parties to the Bargaining Council for the Furniture Manufacturing Industry of the Cape Provinces

DIVISION OF AGREEMENT

This Agreement is divided into three parts as follows:

PART I

A – Administrative Issues

Clause 1 - Scope of application of Agreement

Clause 2 - Period of operation of Agreement

Clause 3 - Definitions

Clause 4 - Exemptions

Clause 5 - Registration of Employers

Clause 6 - Compliance by Employers, Subcontracting and use of Temporary Employment Services

Clause 7 - Exhibition of Agreement

Clause 8 - Keeping of records

This gazette is also available free online at **www.gpwonline.co.za**

Clause 9 - Trade Union representatives on the Council

Clause 10 - Trade Union Office Bearers

Clause 11 - Administration of Agreement

Clause 12 - Agents

Clause 13 - Monthly Statement

Clause 14 - Normal Retirement Age

Clause 15 - Weekly return of Employees

Clause 16 - Dispute resolution procedure

B – Terms and conditions of employment

Clause 17 - Hours of work

Clause 18 - Short Time

Clause 19 - Forenoon and afternoon intervals

Clause 20 - Payment of remuneration

Clause 21 - Piece-work

Clause 22 - Employment of minors

Clause 23 - Abatement of wages

Clause 24 - Termination of employment

Clause 25 - Night shift work

Clause 26 - Hourly rate

Clause 27 - Sick Leave

Clause 28 - Maternity Leave

Clause 29 - Parental benefits

Clause 30 - Family responsibility leave

Clause 31 - Annual Leave

Clause 32 - Shutdown period

Clause 33 - Public holidays

Clause 34 - Severance pay

Clause 35 - Casual employees

Clause 36 - Time off for trade union activities

Clause 37 - Time off work to attend further training or further education courses

Clause 38 - Contribution Concessions

Clause 39 - Employees engaged in more than One Occupation Skills Level

Clause 40 - Abscondment

Clause 41 - Protective Clothing

C – Contributions and deductions

Clause 42 - Fees, Levies and Contributions payable to Council

Clause 43 - Expenses of the Council – Council Levy

Clause 44 - Holiday Bonus / Holiday Bonus Fund / Leave Pay

Clause 45 - Subsistence Allowance

Clause 46 - Trade Union contributions

Clause 47 - Levies payable by Employers who are members of the Employers' Association

Clause 48 - Provident Fund Contributions

Clause 49 - Medical Ill Health Benefit Fund

PART II

Clause 50 - Wage Increase

This gazette is also available free online at **www.gpwonline.co.za**

Clause 51 - Non-compliance

Clause 52 - Fines

PART III

Annexure A - Fees, levies and contributions payable to the Council in "Area A"

Annexure B - Fees, levies and contributions payable to the Council in "Area B"

Annexure C - Job Grading and minimum wages

Annexure D - Monthly statement to be submitted in terms of Clause 13

Annexure E - Registration as an Employer Form to be submitted in terms of Clause 5

Annexure F - Dispute Resolution Procedure in terms of Clause 16

Annexure G - Public Holidays in terms of Clause 33

Annexure H - Provident Fund percentage contributions

PART I

A – ADMINISTRATIVE ISSUES

1. SCOPE OF APPLICATION OF AGREEMENT

1. The terms of this Agreement shall apply to the Furniture, Bedding, Upholstery, and Curtain Manufacturing Industry, as defined hereunder, within the Provinces of the Western Cape, Northern Cape, Eastern Cape, excluding the Magisterial Districts of George, Knysna, Mossel Bay, Oudtshoorn, and Plettenberg Bay.

This gazette is also available free online at **www.gpwonline.co.za**

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

(a) Furniture

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

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

Furniture manufacturing will also include the manufacturing, repairing, polishing, assembling, cutting, drilling, edging, re-polishing, staining, spraying either in whole or in part of: kitchen cupboards, attached wall cupboards, built-in cupboards, free standing cupboards, bars or built-in bar counters, cane, wicker or grass furniture, cabinets including cabinets for musical instruments and radios, wireless or television cabinets, draw and draw fronts, doors and cupboard doors irrespective of size, bathroom cupboards, cupboard tops and furniture for tea-rooms, restaurants, offices, doors irrespective of size of bathroom cupboards, and furniture for tea-rooms, restaurants, offices, churches, schools, libraries, hotels, other educational institutions, conference centres and theatres.

(b) Bedding

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

This gazette is also available free online at **www.gpwonline.co.za**

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

(c) Upholstery

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

(d) Curtain Making

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

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

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

(a) apply to all employees for whom minimum wages are prescribed in this Agreement and to employers of such employees.

(b) apply to Learners in so far as the terms are not inconsistent with the Skills Development Act, 97 of 1998, or any contract entered into or any condition fixed under the Skills Development Act, 97 of 1998.

2. PERIOD OF OPERATION OF AGREEMENT

(1) This Agreement shall come into operation:

(a) in respect of parties to this agreement, on the date of signature;

(b) in respect of non-parties, on such date as fixed by the Minister of Employment and Labour in terms of section 32 of the Act.

(2) This Agreement shall remain in force until the last full pay week in March 2027.

This gazette is also available free online at www.gpwonline.co.za

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act 66 of 1995, shall have the same meaning as in that Act, any references to an Act shall include any amendments to such Act and, unless the contrary intention appears, words importing the masculine gender shall also include the feminine and vice versa.

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

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

"**Bonus**" means -

(a) any payment in addition to the prescribed or agreed wage of an Employee arising from employment under a bonus incentive scheme which is stipulated as such in the wage register;

(b) any other special or occasional payment by an Employer to an Employee in excess of the prescribed or agreed wage stipulated by him as such in the wage register and which the Employer can withdraw at will;

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

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

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

(a) the manner in which the person works is subject to the control or direction of another person;

(b) the person's hours of work are subject to the control or direction of another person;

(c) In the case of a person who works for an organisation, the person forms part of that organisation;

(d) the person has worked for that other person for an average of at least 40 hours per month over the last three months;

This gazette is also available free online at www.gpwonline.co.za

(e) the person is economically dependent on the other person for whom he or she works or renders services;

(f) the person is provided with tools of trade or work equipment by the other person; or

(g) the person only works for or renders services to one person.

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

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

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

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

"Holiday Bonus" means a work attendance bonus payable by the establishment for its employees, which is determined by the level of work attendance of the individual employee;

"Holiday Bonus Fund" means the Fund established by the Council for the purposes of receiving holiday bonus monies from establishments for their employees, for holding these holiday bonus monies in reserve and to pay these holiday bonus monies to the employees when due;

"**Hourly rate**" means the rate determined in accordance with the provisions of clause 26 of this Agreement;

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

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

(b) who are remunerated by the Labour Broker.

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

This gazette is also available free online at **www.gpwonline.co.za**

"Leave Pay Fund" means the Fund established by the Council for the purposes of receiving leave pay monies from establishments for their employees, for holding these monies in reserve and to pay these leave pay monies to the employees when due;

"New Industry Entrant Employee" means an employee who has never previously worked in the furniture, bedding, upholstery and curtain manufacturing industry;

"**Night work**" means a shift worked after 18H00 and before 06H00 the next day;

"**Normal retirement age**" means the month the employee attains the age of 60 years;

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

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

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

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

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

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

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

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

"**Senior Shop Steward**" means that shop steward, elected by the Union members from the three or more shop stewards in a plant or establishment, which qualifies for more than two shop stewards, in terms of clause 36 of the Main Collective Agreement and shall be recognized as exercising authority over other shop stewards in such plant or establishment;

This gazette is also available free online at **www.gpwonline.co.za**

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

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

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

(b) who are remunerated by the temporary employment service.

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

4. EXEMPTIONS

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

(2) The Council shall determine the conditions and periods and may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any license of exemption.

(3) The Council hereby establishes an exemption body, to consider all applications for exemptions of the Council's Collective Agreements.

(4) The exemption body shall decide on an application for exemption within 30 days of receipt.

(5) Applications for Exemptions shall be in writing on the prescribed form and be fully motivated with relevant supporting documents and if applicable most recent audited financial statements and management accounts.

(6) Upon receipt of an application Council shall refer it to the Exemptions Body which may request the applicant to attend the meeting at which the application is considered.

(7) The Secretary of the Council shall issue to every person granted exemption a license signed by the Secretary of the Council setting out -

(a) the full name of the person concerned;

(b) the provisions of the Agreement from which exemption is granted;

(c) the conditions of exemption;

This gazette is also available free online at **www.gpwonline.co.za**

(d) the period for which the exemption shall operate.

(8) The Secretary of the Council shall -

(a) number consecutively all licenses issued;

(b) retain a copy of each license issued; and

(c) where exemption is granted to an Employee, forward a copy of the license to the Employer concerned.

(9) In the event of the Exemptions Body refusing to grant an application, the applicant shall have the right to appeal in writing against the decision to the Independent Body. The independent body must hear and decide, as soon as possible and not later than 30 days after the appeal is lodged.

(10) The notice of appeal must set out the grounds on which the appeal is based.

(11) In considering the application, the Exemptions Body and Independent Body shall take into consideration all relevant factors, which may include, but shall not be limited to, the following criteria:

(a) The applicant's past records (if applicable) of compliance with the provisions of this agreement, its amendments and Exemptions Certificate;
(b) Any special circumstance that exist;
(c) Any precedent that might be set;
(d) The period for which the exemption will operate;

(12) If the application is granted, the Exemption Body or Independent Body shall issue an exemption certificate, signed by the Secretary, containing the following particulars:

(a) the full name of the applicant(s);

(b) the trade name;

(c) the provisions of the Agreement from which exemption is granted;

(d) the period for which the exemption shall operate,

(e) the date of issue,

(f) the condition(s) of the exemption granted.

This gazette is also available free online at **www.gpwonline.co.za**

(13) The Exemptions Body or Independent Body shall:

(a) retain a copy of the certificate and number each certificate consecutively.

(b) forward a copy of the certificate to the Secretary of the Council; and

(c) forward to the employer a copy of a certificate issued to an employee.

(14) An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at his establishment.

5. REGISTRATION OF EMPLOYERS

(1) Every Employer on whom this Agreement is binding and who has not already done so in terms of a previous agreement shall, within one month of the date on which this Agreement becomes binding on him:-

(a) forward to the Secretary of the Council a duly completed registration form in the form specified in Annexure E to this Agreement, together with the documents specified in such Annexure.

Note – This Annexure is obtainable from the Secretary of the Council, at 7 Maritz Street, Bellville, or P.O. Box 1529, Sanlamhof, 7532, or by emailing enquires@furniture.org.za or from the Council's website at www.furniture.org.za.

(2) Within seven days of the occurrence of any of the following events, namely –

(a) any changes in the particulars specified in Annexure E to this Agreement; or

(b) the sequestration of the Employer's estate or the voluntary surrender thereof; or

(c) the provisional or final winding up or the provisional or final placing of the Employer under judicial management; or

(d) the acquisition or commencement by the Employer of any other business which is subject to this Agreement; or

(e) the transfer or abandonment of the business carried on by the Employer; every Employer shall furnish the Secretary of the Council with a written statement setting forth full particulars of such change or event.

This gazette is also available free online at **www.gpwonline.co.za**

6. COMPLIANCE BY EMPLOYERS, SUBCONTRACTING AND USE OF TEMPORARY EMPLOYMENT SERVICES

(1) The Council shall keep a register of employers in good standing and a register of employers not in good standing which registers shall be generally made known and published and shall be available to any person on request.

(2) An employer shall be in good standing with the Council for purposes of this clause if:

(a) the employer is registered as an employer with the Council: and

(b) the employer is compliant with all obligations provided for in this Agreement to be fulfilled by an employer,

(3) No employer may subcontract any work (this includes the provision of temporary employment services) that fells under the definition of "Furniture Bedding Upholstery and Curtain Manufacturing Industry" or Industry' in clause 1 of this Agreement, to another person who is subject to this Agreement ("the subcontractor"), unless both the subcontracting party and the subcontractor are, at all times during the subcontracting, employers in good standing.

(4) Regardless of whether or not sub clause (3) above has been complied with-

(a) section 200E of the Labour Relations Act, 1995 applies to a subcontracting party who, by or through a subcontractor, intends or the effect of doing so is or has been to directly or indirectly defeat the purposes of this Agreement

(b) the subcontracting party and the subcontractor (or the temporary employment service) are jointly and severally liable if the subcontractor, in respect of any of its employees, contravenes:

(i) This Agreement or any other Council agreement regulating terms and conditions of employment and /or benefits;

(ii) A binding arbitration award that regulates or relates to terms and conditions of employment; or

(iii) The Basic Conditions of Employment Act, No 75 of 1997, as amended from time to time.

This gazette is also available free online at **www.gpwonline.co.za**

7. EXHIBITION OF AGREEMENT

(1) Every Employer on whom this agreement is binding must:-

(a) keep a copy of the collective agreement affixed in a conspicuous place where it is readily accessible to the Employees at all times;

8. KEEPING OF RECORDS

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

9. TRADE UNION REPRESENTATIVES ON THE COUNCIL

(1) Every Employer shall grant to any of his Employees who are representatives on the Council every reasonable facility to attend to their duties in connection with meetings of the Council.

(2) If more than one Trade Union representative on the Council is from the same Employer, the Employer shall not be expected to pay for more than one of the Employees lost time while attending to or performing duties as a delegate to the Council.

10. TRADE UNION OFFICE BEARERS

(1) An Office Bearer of a trade union party to the Council is entitled to fifty (50) hours paid time off work per annum to conduct their trade union responsibilities. Any hours in excess of fifty hours, excluding shop steward leave, shall be unpaid.

(2) The time referred to in Clause 9 here above, are in addition to any shop steward leave they may be entitled to if they are also a shop steward.

(3) The party trade union must notify the company in writing at least three (3) working days prior to the event that time off work for an Office Bearer for trade union activities is required.

(4) An employer shall not unreasonably withhold such permission.

This gazette is also available free online at **www.gpwonline.co.za**

11. ADMINISTRATION OF AGREEMENT

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

12. AGENTS

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

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

(a) enter, inspect and examine any premises or place in which Furniture, Bedding, Upholstery and Curtain Manufacturing is carried on and at any time when the Agent has reasonable cause to believe any person is employed therein; and

(b) orally examine, either alone or in the presence of any other person, as the Designated Agent thinks fit, with respect to matters relating to this Agreement, every Employee whom the Designated Agent finds in or about the premises or place and require such Employee to answer questions put to such employee; and

(c) require the production of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect, examine and copy the same; and

(d) require the production of and inspect, examine and copy all pay sheets, books or computers wherein an account is kept of actual wages paid to an Employee.

(2) The Designated Agent, when entering, inspecting or examining any such place shall, upon request show his certificate of authority, and may take with him an interpreter or any other person the Designated Agent deems appropriate in the fulfilment of their duties.

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

This gazette is also available free online at **www.gpwonline.co.za**

13. MONTHLY STATEMENT

(1) All payments to be made to the Council in terms of clauses 43, 44, 46, 47, 49 and Provident Fund in terms of 48 of this Agreement, shall be accompanied by a statement in the form prescribed in Annexure D to this Agreement.

(a) Such statement and payment is to be submitted by no later than the fifteenth (15^{th}) day of each month following in respect of which it is due.

(2) Any monies received by the Council from an Employer as payment in terms of sub-clause (1) shall, taking into account all amounts then owing to the Council by that Employer, in the sole discretion of the Council, be allocated to and set off in terms of the Council's financial policy as determined from time to time.

14. NORMAL RETIREMENT AGE

(1) The normal retirement age for the industry is 60 and 65. An employer may retire an employee at the end of the month in which they turn 60 or at any time thereafter on one months' written notice.

(2) An employer wishing to engage or continue with an employment relationship with an employee beyond the age of 65 must apply for exemption from the council.

(3) Employers may set a retirement age between 60 and 65 at the factory level. If an employer intends to change the established retirement age or introduce one, a two-year notice period must be given to existing employees. This notice requirement does not apply to new employees. If an employee retires before 65 but continues working on a contract basis beyond that age, they shall remain a member of the provident fund until reaching 65.

15. WEEKLY RETURN OF EMPLOYEES

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

This gazette is also available free online at **www.gpwonline.co.za**

16. DISPUTE RESOLUTION PROCEDURE

(1) In the event of a dispute arising about the interpretation or application of a collective agreement the Council or any other Party to the dispute must:-

(a) first refer the dispute to the Council for conciliation, if the dispute remains unresolved, any party to the dispute may request that the dispute be resolved through arbitration.

(b) The party who refers the dispute to the Council must satisfy it that a copy of the referral has been served on all the other parties to the dispute.

(2) If a dispute is referred to the Council, the Council must attempt to resolve the dispute:-

(a) through conciliation; and

(b) if the dispute remains unresolved after conciliation, the Council must arbitrate the dispute if:-

(i) the Labour Relations Act requires arbitration and any party to the dispute has requested that it be resolved through arbitration; or

(ii) all the parties to the dispute consent to arbitration under the auspices of the Council.

(3) The dispute resolution procedure, as per CCMA rules as amended from time to time, deals with the manner in which the Council and its conciliators conduct dispute resolution proceedings.

This gazette is also available free online at **www.gpwonline.co.za**

B - Terms and Conditions of Employment

17. HOURS OF WORK

(1) Ordinary hours of work

(a) An employer may not require or permit an employee to work more than:–

(i) 44 hours in any week; and

(ii) nine hours in any day if the employee works for five days or fewer in a week; or

(iii) eight hours in any day if the employee works on more than five days in a week.

(b) The Employer must inform Employees and the Council of their firm's ordinary weekly working hours and to display them in a conspicuous place within the workplace.

(c) Should an Employer wish to change the firm's ordinary working hours they would be required to apply for an exemption from the Council before implementing any change to their ordinary weekly working hours. The Council may require seventy five per cent of the firm's employees to support the proposed change to the firm's ordinary weekly working hours.

(2) Overtime Hours

(a) All hours worked in excess of a firm's ordinary weekly working hours must be paid in accordance with section 10 of the Basic Conditions of Employment Act, 75 of 1997.

(b) Drivers and Drivers Assistants – Driver's and Driver's Assistants may not work more than fifteen hours per day and more than 15 hours overtime in any one pay week.

(c) Top Up Lost Ordinary Time Hours – overtime hours in the same pay week can be used to top up lost normal time hours of the same pay week before overtime becomes payable.

(d) Every Employer shall display in his establishment in a place readily accessible to his Employees a notice.

This gazette is also available free online at **www.gpwonline.co.za**

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

18. SHORT TIME

(1) 24 hours' notice of short time shall be given to employees when there is:

(a) slackness of trade;

(b) shortage of materials;

(c) due to operational requirements

(2) 1 hour notice when:

(a) as a result of major power failure outside of an establishment's control causing cessation of work, which will include load-shedding;

(b) general breakdown of plant or machinery;

(c) an accident or unforeseen emergency.

(d) employees so affected shall be paid in respect of such day, an amount of no less than four hours wages.

(3) Short time may only be implemented in terms of the Collective Agreement if the employer: -

(a) has informed the elected trade union representative and/or any employee representative prior to issuing the written notice of short time to all other employees;

(b) where 24 hours' notice of short time shall be issued, the Employer invites the representative trade union in writing, to attend the meeting wherein the trade union official is informed of the intention to work short time

(4) In the event that an employee reports for duty and was not notified by his employer previously that his services would not be required on that day the employee shall be paid:

(a) an amount of no less than four hours wages,

This gazette is also available free online at www.gpwonline.co.za

(b) except if an employee was not at work the previous day, in such an event an employee shall be paid no less than one hour's wage.

(5) Despite the provisions of this Clause, an employee that has been placed on short time for any period during any one pay week for a continuous period of twelve consecutive pay weeks shall be offered a retrenchment option by the employer, having due regard for retrenchment pay payable in terms of the Council's Collective Agreement and sections 189 and 189A of the Labour Relations Act.

(6) The provisions of this clause shall not apply to Learners during any period of scheduled training.

19. FORENOON AND AFTERNOON INTERVALS

(1) Every Employee shall be given an interval of 10 minutes both in the forenoon and afternoon each day, which shall be deemed as time worked, unless otherwise agreed at plant level.

20. ˙PAYMENT OF REMUNERATION

(1) (a) Remuneration shall be paid in cash or electronically deposited into the Employee's bank account and be available to the Employee at normal closing time on pay-day.

(2) Remuneration shall be paid on the ordinary or agreed pay day.

(3) An employer must give an employee the following information in writing on each day the employee is paid:

(a) The employer's name and address;
(b) the employee's name and occupation;
(c) the period for which the payment is made;
(d) the employee's remuneration in money;
(e) the amount and purpose of any deduction made from the remuneration;'
(f) the actual amount paid to the employee; and
(g) if relevant to the calculation of that employee's remuneration:
i. the employee's rate of remuneration and overtime rate;

This gazette is also available free online at www.gpwonline.co.za

ii. the number of ordinary and overtime hours worked by the employee during the period for which the payment is made;
iii. the number of hours worked by the employee on a Sunday or public holiday during that period; and
iv. if an agreement to average time has been concluded, the total number of ordinary and overtime hours worked by the employee in the period of averaging.

(4) The written information required in terms of clause (3) must be given to each employee:

a. at the work-place or at a place agreed to by the employee; and
b. during the employee's ordinary working hours or within 15 minutes of the commencement or conclusion of those hours

21. PIECE-WORK

(1) Piece-work can only be used as an incentive payment, in addition to prescribed minimum wages.

22. EMPLOYMENT OF MINORS

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

23. ABATEMENT OF WAGES

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

(2) No Employee shall be required as part of his contract of service to board or lodge with his Employer or at any place nominated by his Employer or to purchase any goods or hire property from his Employer.

This gazette is also available free online at www.gpwonline.co.za

24. TERMINATION OF EMPLOYMENT

(1) Subject to sub-clause (4) hereof, a contract of employment terminable at the instance of a party to the contract may be terminated only on notice of not less than: -

(a) one week, if the Employee has been employed for six months or less;

(b) two weeks, if the Employee has been employed for more than six months but not more than one year;

(c) four weeks, if the Employee has been employed for one year or more.

(2) Notice of termination of a contract of employment must be given in writing: -

(a) except when it is given by an illiterate Employee;

(b) if an Employee who receives notice of termination is not able to understand it, the notice must be explained orally by, or on behalf of, the Employer to the Employee in an official language the Employee reasonably understands.

(3) Notice of termination of a contract of employment given by an Employer must:

(a) not run concurrently with any period of leave to which the Employee is entitled in terms of clause (31), except sick leave.

(4) Payment instead of notice: -

(a) Instead of giving an Employee notice in terms of sub-clause (1), an Employer may pay the Employee the remuneration the Employee would have received, calculated in accordance with this agreement, if the Employee had worked during the notice period.

(b) If an Employee gives notice of termination of employment, and the Employer waives any part of the notice, the Employer must pay the remuneration referred to in sub-clause (4)(a), unless the Employer and Employee agree otherwise in writing.

(c) If an Employee fails to give and/or work out their required notice, as per sub-clause (1) hereof, the Employer may claim notice pay from the Employee's annual leave and/or bonus.

(5) Nothing in this clause affects the right: -

This gazette is also available free online at www.gpwonline.co.za

(a) of a dismissed Employee to dispute the lawfulness or fairness of the dismissal in terms of Chapter VIII of the Labour Relations Act, 66 of 1995, or any other law; and

(b) of an Employer or an Employee to terminate a contract of employment without notice for any cause recognized by law.

25. NIGHT SHIFT WORK

(1) In this section, "night work" means a shift worked after 18:00 and before 06:00 the next day.

(2) An Employer may only require or permit an Employee to perform night work, if so agreed, and if: -

(a) the Employee is compensated by the payment of a 15 per cent allowance on their wage rate, in addition to their wage rate, for all time worked during the night shift, or by a reduction of working hours; and

(b) transportation is available between the Employee's place of residence and the workplace at the commencement and conclusion of the Employee's shift.

(3) If a shift worked by an Employee falls on a public holiday and another day, the whole shift is deemed to have been worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day.

26. HOURLY RATE

(1) Notwithstanding anything to the contrary in this Agreement, all work performed by Employees, other than Employees in receipt of a fixed weekly or monthly wage, shall be paid for at an hourly rate, the hourly rate to be determined by dividing the actual weekly wage by 44 or such lesser number of hours ordinarily worked by an establishment.

(2) In order to determine the hourly rate of a monthly-paid Employee in order to calculate the overtime pay that may be due to such Employee, his monthly wage shall be divided

This gazette is also available free online at www.gpwonline.co.za

by 4,333 and thereafter by 44 or such lesser number of hours ordinarily worked by an establishment.

27. SICK LEAVE

(1) In this Chapter, "sick leave cycle" means the period of 36 months' employment with the same Employer immediately following: -

(a) an Employee's commencement of employment; or

(b) the completion of that Employee's prior sick leave cycle.

(2) **(a)** During every sick leave cycle, an Employee is entitled to ten (10) days paid sick leave per annum.

(b) Should an Employee exhaust the number of paid sick leave days available due to hospitalisation, serious and or chronic illness, such an Employee is entitled to claim further days of paid sick leave, provided that there are days of sick leave available in that Employee's current three (3) year cycle.
In such an event, the number of days over and above the available sick leave balance for that year will be deducted from the future years in the cycle and will mean for such a person, the annual paid sick leave days will be less than ten (10) days per annum for the balance of that three (3) year sick leave cycle.

(c) Employees shall be required to provide a valid medical certificate for any absence occurring between the period 1 September to 31 December in a particular year.

(3) Despite sub-clause (2), during the first six months of employment, an Employee is entitled to one day's paid sick leave for every 26 days worked.

(4) During an Employee's first sick leave cycle, an Employer may reduce the Employee's entitlement to sick leave in terms of sub-clause (2) by the number of days' sick leave taken in terms of sub-clause (3).

(5) Subject to sub-clause 6, an Employer must pay an Employee for a day's sick leave: -

This gazette is also available free online at **www.gpwonline.co.za**

(a) the wage the Employee would ordinarily have received for work on that day; and

(b) on the Employee's usual pay day.

(6) Proof of Incapacity

(a) An Employer is not required to pay an Employee in terms of sub-clause (5) if the Employee has been absent from work for more than two consecutive days or on more than two consecutive occasions during an eight week period and, on request by the Employer, does not produce a medical certificate stating that the Employee was unable to work for the duration of the Employee's absence on account of sickness or injury. For the purpose of this sub-clause a Friday and the following Monday as well as the day before and the day after a public holiday are deemed to be consecutive days.

(b) The medical certificate must be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.

(c) An Employer is not required to pay an Employee in terms of sub-clause (5) if the Employee has been absent from work on a Friday, or on a Monday, or on a day before or after a public holiday should the Employee not produce a valid medical certificate covering the days of absence.

28. MATERNITY LEAVE

(1) An employee shall be entitled to at least six consecutive months' unpaid maternity leave.

(2) An employee may commence maternity leave;-

(a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or

(b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.

(3) No employee may work for six weeks after the birth of her child, unless a medical practitioner or mid-wife certifies that she is fit to do so.

This gazette is also available free online at www.gpwonline.co.za

(4) An employee who has a miscarriage during the third trimester of pregnancy or bears a still-born child is entitled to maternity leave for six weeks after the miscarriage or still-birth, whether or not the employee had commenced maternity leave at the time of the miscarriage or still-birth.

(5) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to :-

(a) commence maternity leave; and

(b) return to work after maternity leave.

(6) Notification in terms of subsection (5) must be given:-

(a) at least four weeks before the employee intends to commence maternity leave; or

(b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

29. PARENTAL BENEFITS

1) Parental Leave

1. An employee, who is a parent of a child, is entitled to at least ten consecutive days unpaid parental leave.
2. An employee may commence parental leave on—
   (a) the day that the employee's child is born; or
   (b) the date—
      (i) that the adoption order is granted; or
      (ii) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, whichever date occurs first.
3. An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
   (a) commence parental leave; and
   (b) return to work after parental leave.
4. Notification in terms of subsection (3) must be given—
   (a) at least one month before the—
      (i) employee's child is expected to be born; or

This gazette is also available free online at www.gpwonline.co.za

(ii) date referred to in subsection 2 (b); or

(b) If it is not reasonably practicable to do so, as soon as is reasonably practicable.

2) Adoption Leave

1. An employee, who is an adoptive parent of a child who is below the age of two, is entitled to—
   (a) unpaid adoption leave of at least ten weeks consecutively; or
   (b) the parental leave.
2. An employee may commence adoption leave on the date—
   (a) that the adoption order is granted; or
   (b) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, whichever date occurs first.
3. An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
   (a) commence adoption leave; and
   (b) return to work after adoption leave.
4. Notification in terms of subsection (3) must be given—
   (a) at least one month before the date referred to in subsection (2); or
   (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
5. If an adoption order is made in respect of two adoptive parents, one of the adoptive parents may apply for adoption leave and the other adoptive parent may apply for the parental leave.

3) Commissioning Parental Leave

1. An employee, who is a commissioning parent in a surrogate motherhood agreement is, entitled to—
   (a) unpaid commissioning parental leave of at least ten weeks consecutively; or

This gazette is also available free online at www.gpwonline.co.za

(b) the parental leave.

2. An employee may commence commissioning parental leave on the date a child is born as a result of a surrogate motherhood agreement.
3. An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
   (a) commence commissioning parental leave; and
   (b) return to work after commissioning parental leave.
4. Notification in terms of subsection (3) must be given—
   (a) at least one month before a child is expected to be born as a result of a surrogate motherhood agreement; or
   (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
5. If a surrogate motherhood agreement has two commissioning parents, one of the commissioning parents may apply for commissioning parental leave and the other commissioning parent may apply for the parental leave.

30. FAMILY RESPONSIBILITY LEAVE

(1) This clause applies to an Employee: -

(a) who has been in employment with an Employer for longer than four months; and

(b) who works for at least four days a week for that Employer.

(2) An Employer must grant an Employee, during each annual leave cycle, at the request of the Employee, a total of 3 days paid leave and 2 days unpaid leave per annum, which the Employee is entitled to take: -

(a) when the Employee's child is sick; or

(b) when the Employee's spouse or life partner is sick; or

(c) in the event of the death of: -

(i) the Employee's spouse or life partner; or

(ii) the Employee's parent, adoptive parent, grandparent, parent in-law, child, adoptive child, grandchild or sibling.

This gazette is also available free online at www.gpwonline.co.za

(3) Subject to sub-clause (5), an Employer must pay an Employee for a day's family responsibility leave: -

(a) the wage the Employee would ordinarily have received for work on that day; and

(b) on the Employee's usual pay day.

(4) An Employee may take family responsibility leave in respect of the whole or a part of a day.

(5) Before paying an Employee for leave in terms of this section, an Employer may require reasonable proof of an event contemplated in sub-clause (2), (7) and (8) for which the leave was required.

(6) An Employee's unused entitlement to leave in terms of this section lapses at the end of the annual leave cycle in which it accrues.

(7) Should a medically certified disabled major or minor child, of an employee, be required to seek medical attention from a health practitioner this will be covered under family responsibility leave.

(8) Should an employee accompany their parent to a health practitioner, this would be regarded as unpaid leave.

31. ANNUAL LEAVE

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

(2) Every Employer shall grant his Employees annual leave of fifteen (15) consecutive paid working days, unless an agreement has been reached with the majority of the employees in terms of clause (33)(i) where annual leave may be split.

(3) An employee's annual leave shall be extended by any public holiday falling on any ordinary working day within this period.

(4) Date of payment of these public holidays will be determined at plant level.

This gazette is also available free online at **www.gpwonline.co.za**

32. SHUT DOWN PERIOD

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

33. PUBLIC HOLIDAYS

(1) All public holidays as specified in the Public Holidays Act, No. 36 of 1994, or as further declared by the President of the Republic of South Africa by publication in the Government gazette, shall be paid public holidays in terms of this agreement, refer to Annexure G of this Agreement;

(2) Whenever a public holiday, as referred to in sub-clause (1), falls on a Sunday the following Monday shall be a public holiday, in terms of section 2 (1) of the Public Holidays Act, No. 36 of 1994.

34. SEVERANCE PAY

(1) On the termination of an Employee's contract of employment as a result of any of the following: -

(a) retrenchment;

(b) short time:

(c) redundancy.

Such Employee shall receive from his Employer severance pay. For the purpose of calculating severance pay, service of ten months or more shall be deemed as a full year's service for the first year only.

Thereafter severance pay shall be calculated on the basis of one week's wage plus, an additional week's wage per completed year of service.

(2) The severance pay payable by the Employer to the Employee pursuant to sub-clause (1) above shall be the sum of: -

(a) one week's wages: plus thereafter

This gazette is also available free online at www.gpwonline.co.za

(b) one additional week's wages for each completed year of service: plus thereafter

(c) In recognition of long service the following payable in addition to the above:-

(i) 5 to 10 years' service - one additional week's wage

(ii) 10 to 15 years' service - two additional week's wages

(iii) 15 to 20 years' service - three additional week's wages,

(iv) 20 years' service and more- four additional week's wages

(3) Employees whose services are terminated for reasons related to operational requirements shall: -

(a) receive first preference should the positions that they previously occupied with the same employer become available within a period of six months following the date of their retrenchment; and

(b) On the retrenched employee's re-employment, as stipulated in sub-clause (3)(a) here above, such employee shall not be paid less than their wage rate applicable as at the date of their retrenchment.

35. CASUAL EMPLOYEES

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

36. TIME OFF FOR TRADE UNION ACTIVITIES

(1) Shop Steward Training - For the purpose of attending training courses and/or training seminars arranged by the trade union which is a party to this Agreement, all shop stewards shall be entitled to three days paid leave per annum with effect from the date of the coming into operation of this agreement, subject to the following conditions: -

(a) The cycle of shop steward leave shall commence on 1 January of each year. Leave not taken by a shop steward and/or senior shop steward shall accrue to a newly elected shop steward and/or senior shop

This gazette is also available free online at www.gpwonline.co.za

steward during any one-leave cycle. Shop Steward leave shall not be cumulative nor be transferable from one Employer to another or from one year to another.

(b) Shop stewards' leave shall be taken only during the first eight calendar months of the year.

(c) The trade union shall make the training course and/or training seminar content available to the Employer at least seven days in advance.

(d) Prior arrangements shall be made by the trade union with an Employer for the release of the senior shop steward and/or shop stewards. Not more than 50 percent of elected senior shop stewards and/or shop stewards at any particular Employer's firm shall attend the training course and/or training seminar on any particular day.

(e) A senior shop steward and/or shop stewards from any one Employer's firm shall not be required to attend a training course and/or training seminar on/over consecutive days.

(f) The trade union shall furnish the Employer with written proof that the training course and/or training seminar, for which purpose the paid leave was granted, was attended by the particular senior shop steward and/or shop stewards.

(2) Shop Steward attending trade union meetings - For the purpose of Shop Stewards attending trade union meetings which trade union is a party to this Agreement, all shop stewards shall be entitled to three days paid leave per annum with effect from the date of the coming into operation of this Agreement, subject to the following conditions:–

(a) Sub-clause 1(a) and (b).

(b) Prior arrangements shall be made by the trade union with an Employer for the release of the senior shop steward and/or shop stewards. Not more than 50 percent of elected senior shop stewards and/or shop stewards at any particular Employer's firm shall attend the trade union meeting on any particular day.

(c) The party trade union must notify the employer in writing at least three (3) working days prior to the meeting that time off work for a Shop Steward is required.

(d) An employer shall not unreasonably withhold such permission.

This gazette is also available free online at **www.gpwonline.co.za**

37. TIME OFF WORK TO ATTEND TRAINING OR FURTHER EDUCATION COURSES

(1) Every Employer shall grant every Employee with reasonable opportunity for skills enrichment training provided that scheduling of any such training shall be determined at plant level by both the Employer and the Employee.

(2) The following critical points should be considered by the consulting parties, (the relevant Employer and relevant Employee), being: -

(a) reasonable opportunity for training

(b) consideration of operational requirements

(c) time off being unpaid

(d) proof of registration for training course

(e) reasonable notice

(f) a limit to the number of Employees off work at any one time.

38. CONTRIBUTION CONCESSIONS

(1) New entrants shall only be eligible for contributions after six (6) consecutive months of continued employment with the exception of Council levies.

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

(3) For all learnerships, only council levies are payable and are applicable for the duration of the learnership.

(4) Employees employed on fixed-term contracts are exempt from all contributions for a maximum period of 6 months with the exception of council levies.

39. EMPLOYEES ENGAGED IN MORE THAN ONE OCCUPATION SKILLS LEVEL

(1) An employee who, during the course of any one day, is employed in work for which different hourly rates of pay are prescribed, shall be paid for all the hours worked on such day at the higher or highest hourly rate of pay prescribed for such work. Unless

This gazette is also available free online at www.gpwonline.co.za

there is a written and signed agreement in place setting out terms under which the employee is being trained.

40. ABSCONDMENT

(1) An employee shall be regarded as having absconded from his employer's service after a period of absence of five consecutive working days without notification to his employer of his whereabouts.
Provided that the employer attempts to contact the employee at their last known home address in writing and consults with the worker representative.

41. PROTECTIVE CLOTHING

(1) Designated Agents of the Bargaining Council may conduct inspections in terms of the Occupational Health and Safety Act and are empowered to issue compliance orders where there is non-compliance with any section or regulation of the Occupational Health and Safety Act, including but not limited to the issuing of personal protective clothing or equipment.

C – Contributions and deductions

42. FEES, LEVIES, AND CONTRIBTIONS PAYABLE TO THE COUNCIL

(1) The fees, levies and contributions payable to the Council shall be paid in the Western Cape, Northern Cape and Eastern Cape Provinces as specified in Annexure A and Annexure B of this Agreement.

43. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every Employer shall:-

(a) deduct from the wage of each of his Employees for whom a wage is paid R9.00 per pay week from the period of operation of this agreement to the last full pay week in March 2026; and

This gazette is also available free online at www.gpwonline.co.za

(b) contribute R9-00 per week from the period of operation of this agreement to the last full pay week in March 2026 for every employee in the employ.

(c) furthermore, deduct from the wage of each of his Employees for whom a wage is paid R9.40 per pay week from the first full pay week in April 2026 to the last full pay week in March 2027; and

(d) contribute R9-40 per week from the first full pay week in April 2026 to the last full pay week in March 2027 for every employee in the employ.

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

44. HOLIDAY BONUS / HOLIDAY BONUS FUND / LEAVE PAY FUND

1) (a) The Council shall keep a record of each Employee in respect of whom payments are made in terms of the Cape Furniture Holiday and Bonus Fund and of the amount paid to the Cape Furniture Holiday and Bonus Fund in respect of the Employee.

(b) The Council shall from time to time invest on fixed deposit or on call with a bank or registered building society any of the money belonging to the Cape Furniture Holiday and Bonus Fund surplus to its requirements, and any interest accruing from such investment shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund.

(c) Moneys due to Employees who cannot be traced and who have not claimed payment within a period of two years from the date on which the moneys become payable shall accrue to the funds of the Council.

(d) A public accountant who shall be appointed by the Council and whose remuneration shall be decided by the Council, shall audit the accounts of the Fund at least once annually and not later than 31 March in each year and prepare a statement showing:

(i) all moneys received: -

This gazette is also available free online at **www.gpwonline.co.za**

(a) in terms of sub-clause (44)(a) hereof; and

(b) from any other source; and

(ii) expenditure incurred under all headings during the 12 months ended 31 October preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date. True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the office of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible, but not later than four months after the close of the period covered thereby, be transmitted by the Council to the Director-General of Employment and Labour.

(e) In the event of the expiry of the Agreement or any extension or renewal thereof and a subsequent agreement providing for the continuation of the Fund not being negotiated within a period of 12 months from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original Fund was created, the Fund shall be liquidated. The Fund shall, during the said period of 12 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the Council.

(f) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding, in terms of section 59 of the Act, the Registrar of the Labour Court may appoint a liquidator from Employers and Employees in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such committee.

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

In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration

This gazette is also available free online at www.gpwonline.co.za

of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee or trustees shall possess all the powers of the committee for such purpose. If there is no Council in existence, the Fund shall, upon the expiry of the Agreement, be liquidated by the committee functioning in terms of this sub-clause, or the trustee or trustees, as the case may be, in the manner set forth in paragraph (l) and if upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in the Council's constitution as if it formed part of the general funds of the Council.

(g) Upon liquidation of the Fund in terms of paragraph (j) the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration of liquidation expenses, shall be paid into the general funds of the Council.

(h) The Cape Furniture Holiday and Bonus Fund shall be utilised for the purpose of distribution to Employees of holiday pay.

2) The following holiday and bonus fund provisions apply: -

(i) Every employer shall pay in respect of every employee a holiday and bonus fund amount; -

a) calculated on the employee's wages for the actual normal time worked in any pay week and on the hours an employee would ordinarily have worked on a paid public holiday; and

b) trade union representative leave days; and

c) on the first five days of paid sick leave on condition a medical certificate is provided and on condition that such sick leave days do not fall on a Monday or a Friday or on a day before or after a public holiday; and

d) family responsibility leave for the first two days only that are related to the death of an employee's spouse, life partner, parent, adopted parent, grand parent, child, legally adopted child, or sibling and upon

This gazette is also available free online at www.gpwonline.co.za

presentation of the relevant death certificate by the employee to their employer; and

e) time not worked by an employee due to being placed on short time by their employer shall be deemed as hours worked and are thus to be included in the employee' weekly working hours as if the employee had worked such time.

3) The Holiday and Bonus Fund contribution rates shall be payable to the Council and calculated as follows:-

(i) Fifteen percent (15%) of an employee's actual normal time weekly wage if the employee has lost twenty minutes or less of the Company's ordinary/normal weekly working hours.

(ii) Eleven percent (11%) of an employee's actual normal time weekly wage if the employee has lost between twenty one and sixty minutes of the Company's ordinary/normal weekly working hours.

(iii) Seven-point Five percent (7.5%) of an employee's actual normal time weekly wage if the employee has lost more than sixty minutes of the Company's ordinary/normal weekly working hours.

(iv) The bonus portion for employees earning R75.01 and above shall be capped at the Rand equivalent of 7.5% of R75.00 per hour.

(v) No Holiday and Bonus Fund contributions are payable for the first 15 hours of overtime worked per week, hours worked on a Sunday, any allowances and on wages payable for study leave.

(vi) In the week of commencement of annual leave and the week of return to work after a period of annual leave, the days forming part of the working week shall accumulate holiday and bonus at 15% subject to the penalties referred to in Clauses 44 (3) (ii), (iii) and (v).

(vii) On application an exemption from the above provisions may be granted should a Company have a more favourable attendance bonus scheme.

4) An alternative bonus scheme may be entered into at plant-level on the condition that the bonus scheme is more favourable in terms of potential earnings and is reduced to writing and signed by majority of employees.

This gazette is also available free online at **www.gpwonline.co.za**

5) In the event that a plant-level bonus scheme is in place, only Leave Pay Fund contributions shall be payable by the employer to the Council and shall be calculated at a rate of 7.5% of the ordinary hours worked by the employee and on the hours which an employee would ordinarily worked on:

5.1 paid public holidays;

5.2. paid trade union representative leave days;

5.3. paid sick leave days;

5.4. paid family responsibility leave; and

5.5. paid study leave.

5.6. No Leave Pay Fund contributions are payable on wages which are payable for overtime wages, hours worked on a Sunday and allowances.

45. SUBSISTENCE ALLOWANCE

(1) Whenever an Employee is precluded from returning to his/her normal place of residence for a night's rest, he/she shall be paid, in addition to his ordinary remuneration, a subsistence allowance of not less than: -

- where it is necessary for the Employee to obtain a bed: R120,00; or
- where it is necessary for the Employee to obtain an evening meal and a bed: R300,00.

(2) This payment must be made prior to or on the day of the journey to be undertaken.

46. TRADE UNION CONTRIBUTIONS

(1) An Employer shall each week deduct from the wages of each of his Employees who are members of the trade union, which is a party to this Agreement, such contribution as may be payable by such Employee to that trade union. The amounts so deducted shall be as determined in the constitution of the trade union concerned:
Provided that no contribution shall be made in respect of any week if the earning of the member for such week does not exceed two fifths of his normal weekly wage.

This gazette is also available free online at www.gpwonline.co.za

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

(2) The Council will be responsible to hear a dispute relating to the non-payment by an Employer of Trade Union contributions.

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

(1) Every Employer who is a member of the Cape Furniture Manufacturers' Association shall forward any levy due and payable by members of the Association in terms of its constitution to the Secretary of the Council by not later than the 15th day of each month following that in respect of which such levies fall due.

48. PROVIDENT FUND CONTRIBUTIONS

(1) The Fund known as the "Provident Fund of the Furniture Industry of the Western Cape" ("the Fund") established in terms of Government Notice R.805 of 12 May 1972, continues as part of this Agreement and registered with the Financial Sector Conduct Authority under number 37935 and administrated in accordance with the Pension Fund Act. 1956 (Act 24 of 1956) (as amended),

(2) Every Employee under the jurisdiction of this Agreement shall be a member of the Provident Fund of the Furniture Industry of the Western Cape and the rules of the Fund shall apply, unless exemption has been granted in terms of clause 4 of this Agreement.

(3) The Council shall ensure with the rules of the Fund relating to the payment of contributions and the submission of monthly returns and follow its dispute resolution procedure to obtain such compliance.

(4) The Fund shall be administrated in accordance with the Fund's rules specified for this purpose by the Fund's Board of Trustees with the approval of the Financial Sector Conduct Authority and in terms of the Pension Funds Act.

(5) Auditors as defined in the application law shall be appointed by the Board of Trustees who shall audit the accounts of the Fund in compliance with the relevant legislation.

This gazette is also available free online at **www.gpwonline.co.za**

49. MEDICAL ILL HEALTH BENEFIT FUND

(1) An amount of R26.00 (twenty-six rand) per week is payable by the Employer, only for employees that are members of the trade union party to the Council, being the National Union of Furniture and Allied Workers of South Africa, and who participate in the Trade Union Medical Ill Health Benefit Fund.

(2) The amount payable by the employer must be paid to the Council along with all other contributions by the 15th day of the month following that in which it became due.

(3) The Council must collect the medical ill health benefit contributions and pay it over to the Trade Union on a monthly basis into an account administered by the respective Trade Union.

(4) The National Union of Furniture and Allied Workers of South Africa is to make available to the Cape Furniture Manufacturers Association the quarterly management accounts of the National Union of Furniture and Allied Workers of South Africa Medical Ill Health Benefit Fund and shall invite a representative of the Cape Furniture Manufacturers Association to attend such quarterly meetings of their Medical Ill Health Benefit Fund.

(5) The provisions of sections 98 and 100 (b) and c of the Act apply.*

This gazette is also available free online at **www.gpwonline.co.za**

50. WAGE INCREASES

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

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

(i) Increase on Actual Wage Rates

(a) Increase on actual wage rates per category as from the first full pay week in April 2025 for parties and for non-parties from the date as determined by the Minister are as follows:-

Hourly Wage Rates	**Percentage increase from first full pay week in April 2025 for parties and for non-parties from the date as determined by the Minister**
To and including R47.00	5%
Between R47.01 – R70.00	4.5%
Between R70.01 – R75.00	4%
R75.01 and above	To be agreed at factory level

(b) Increase on actual wage rates per category as from the first full pay week in April 2026 are as follows:-

Hourly Wage Rates	**Percentage increase from first full pay week in April 2026**
To and including R47.00	4.5%
Between R47.01 – R70.00	4%
Between R70,01 – R75.00	3.5%
R75.01 and above	To be agreed at factory level

If the CPI falls outside the range of 3% - 6% at the end of February 2026, wage increases shall be renegotiated.

This gazette is also available free online at **www.gpwonline.co.za**

(b) Prescribed Minimum Wage Rates

(i) Prescribed Minimum Wage Rates increase per category as from the 1st full pay week in April 2023 for parties and for non-parties from the date as determined by the Minister are as follows:-

ACROSS THE BOARD WAGE INCREASES FOR ALL CATEGORIES AS FROM FIRST FULL PAYWEEK IN APRIL 2025 FOR PARTIES AND FOR NON-PARTIES FROM THE DATE DETERMINE DBY THE MINISTER and APRIL 2026 RESPECTIVELY

(i) Year 1 – 4.5.% on unskilled wage.
(ii) Year 1 – 6% on semi-skilled, skilled, charge hand, foreman and supervisor.

(iii) Year 2– As per the National Minimum Wage increase

(iv) Year 2 – 6% on semi-skilled, skilled, charge hand, foreman and supervisor.

Minimum hourly wage rates of occupational skill levels will be as follows from the dates as indicated:

Occupational skills level	First full pay week of April 2025 for parties and for non-parties from the date determined by the Minister	First full pay week of April 2026
Unskilled employees	R28.79	National Minimum Wage
Semi-skilled employees	R30.00	R31.80
Skilled employees	R32.00	R34.30
Chargehands	R32.00	R34.30
Foreman & Supervisor	R32.00	R34.30

If the CPI falls outside the range of 3% - 6% at the end of February 2026, wage increases shall be renegotiated.

This gazette is also available free online at www.gpwonline.co.za

51. NON COMPLIANCE

(a) All contributions payable in terms of clause 42, 43, 44, 46, 47, 48 and 49 shall be paid by the Employer to the Secretary of the Council month by month, and not later than the 15th day of each month following that in respect of which they are due.

(b) Contributions payable in terms of clause 48 shall be paid by the Employer to the Principal Officer of the Provident Fund month by month, and not later than the 15th day of each month following that in respect of which they are due.

(c) An Employer who is in arrears with payments in terms of paragraph (a) and (b) and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of such warning shall, upon being notified by the Council in writing to do so, submit the amounts in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. An Employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis in terms of paragraph (a).

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

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

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

This gazette is also available free online at www.gpwonline.co.za

52. FINES

1) The fine that the Secretary may impose and an arbitrator shall impose for a failure to comply with a provision of a Collective Agreement

a. Not involving a failure to pay an amount due to an employee/party in terms of any provision, shall be the fine determined in terms of Table One; or

b. Involving a failure to pay an amount due to an employee/party, shall be the greater of the amount determined in terms of Table One or Table Two:

TABLE ONE	
No previous failure to comply	R100 per employee in respect of whom the failure to comply occurs.
A previous failure to comply in respect of the same provision.	R200 per employee in respect of whom the failure to comply occurs.
A previous failure to comply in respect of the same provision within the previous 12 months or two previous failures to comply in respect of the same provision within three years.	R300 per employee in respect of whom the failure to comply occurs.
Three previous failures to comply in respect of the same provision within three years.	R400 per employee in respect of whom the failure to comply occurs.
Four or more previous failures to comply in respect of the same provision within three years.	R500 per employee in respect of whom the failure to comply occurs.

TABLE TWO	
No previous failure to comply	25% of the amount due, including any interest owing on the amount at the date of the order.
A previous failure to comply in respect of the same provision within 3 years.	50% of the amount due, including any interest owing on the amount at the date of the order.
A previous failure to comply in respect of the same provision within the previous 12 months or two previous	75% of the amount due, including any interest owing on the amount at the date of the order.

This gazette is also available free online at www.gpwonline.co.za

failures to comply in respect of the same provision within three years.	
Three previous failures to comply in respect of the same provision within three years.	100% of the amount due, including any interest owing on the amount at the date of the order.
Four or more previous failures to comply in respect of the same provision within three years.	200% of the amount due, including any interest owing on the amount at the date of the order.

PART III

ANNEXURE A

1. Scope of Application

(a) This part of the Agreement shall apply specifically to **Area "A"** in the Western Cape Province, in the Magisterial Districts of Atlantis, Bellville, Cape Town, Goodwood, Kuils River, Malmesbury, Michells Plain, Paarl, Simon's Town, Stellenbosch, Somerset West, Strand, Wellington, Worcester and Wynberg. Additionally, the Agreement shall also be observed in the Northern Cape and Eastern Cape.

3. Fees, levies and contributions payable to the Council

(a) Employers are to fully comply with all statutory contributions and deductions as set out in the Main Collective Agreement.

This gazette is also available free online at **www.gpwonline.co.za**

ANNEXURE B

1 Scope of Application

This part of the Agreement applies in the Western Cape Province, specifically to **Area B** which includes the magisterial districts of Beaufort West, Bergriver, Breede Valley, Cape Agulhas, Cederberg, Hessequa, Kannaland, Laingsburg, langeberg, Matzikama, Swartland, Saldanha Bay, Oversstrand, Prince Albert, Swellendam, Theewaterskloof and Witzenberg.

2 Fees, levies and contributions payable to the Council

(a) Employers are required to register with the Council and are required to pay Council Levies. Employees are to be paid no less than the prescribed minimum hourly rates of pay per category.
(b) The Employer shall be exempted, for the duration of the Agreement, from the following contributions:

- Leave Pay Fund contributions,
- Holiday Bonus Fund contributions,
- Provident Fun contributions,
- Bargaining Levy,
- Agency Fee Contributions, and
- Medical Ill Health Benefit.

ANNEXURE C

JOB GRADING AND MINIMUM WAGES RATES

A. OCCUPATION SKILLS LEVELS

1. Unskilled Employees

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

Nature of work performed
All types of manual labour of a repetitive nature.

Some Job Titles
Truck assistant, cleaner, machine feeder, packer, stacker, sand paperer,

This gazette is also available free online at www.gpwonline.co.za

operating a filling machine, securing mattress panels to springs, tea persons, other non-production operations, etc.

2. Semi-Skilled Employees

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

Employees work under direct supervision.

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

Nature of work performed
Setting up and/or operating continuous processing machines.

Some job titles
Spray painting, silk screening, upholstering basic furniture e.g. occasional chairs, dining room/kitchen chairs, studio couches, repetitive welding in a jig, sandblasting, drivers, assemblers, etc.
Clerical staff, storeman, clerks, receptionist, administrative clerks, dispatch clerk, etc.

3. Skilled Employees

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

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

The employee must accept responsibility for meeting production outputs at an acceptable quality level.
Nature of work performed
All artisans who obtained a recognised artisan qualification.

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

Using a computer to construct working drawings and production schedules.

4. Charge hand

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

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

This gazette is also available free online at **www.gpwonline.co.za**

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

5. Foreman/Supervisors

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

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

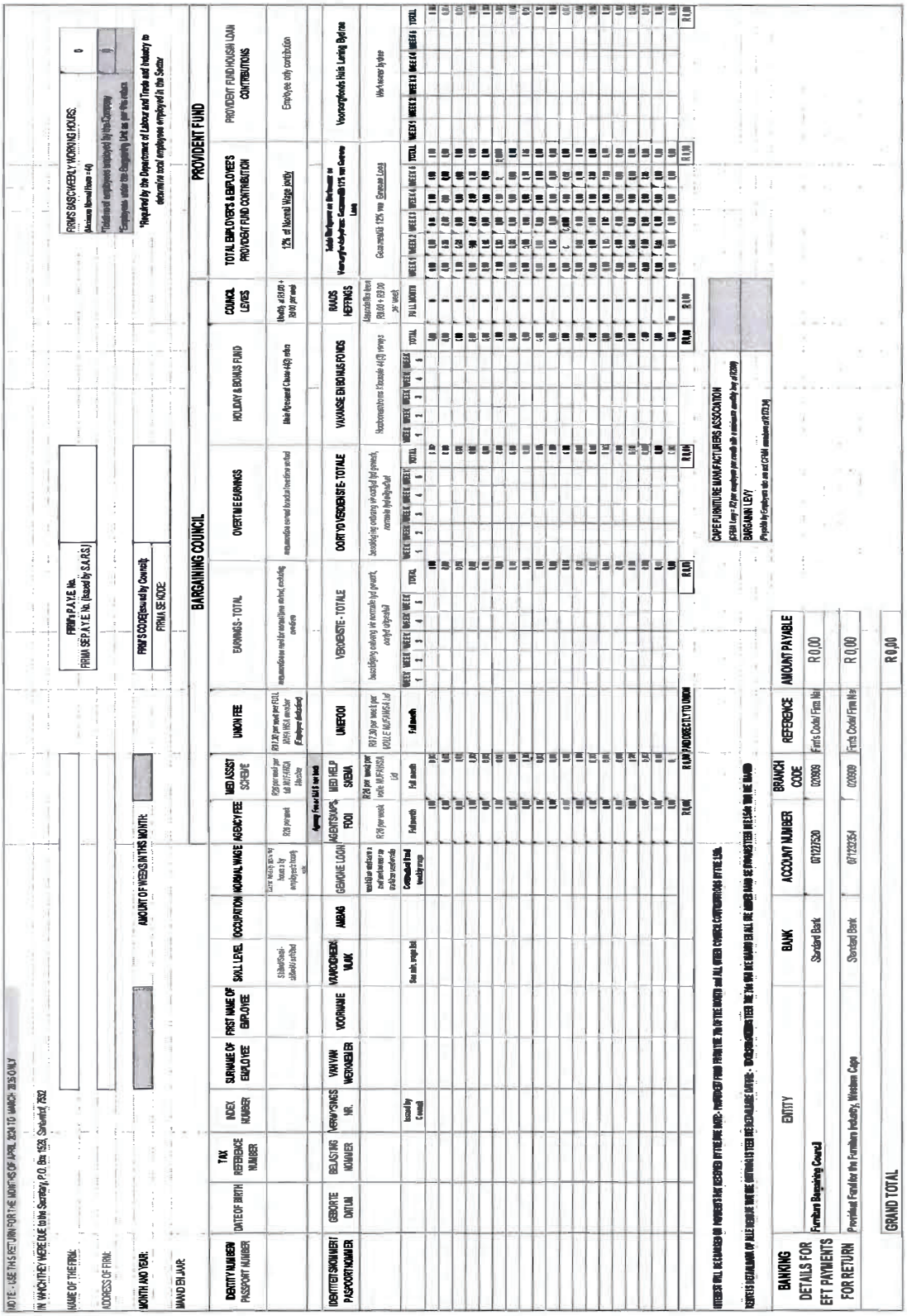
Employees at this level will regularly meet output targets, maintaining an acceptable quality standard.

B. PRESCRIBED MINIMUM HOURLY WAGE RATES FOR EMPLOYEES

SECTOR	Occupational Skills Level	Occupational Skills Level Code	First full pay week in April 2025 for parties and non-parties from the date as determined by the Minister of Employment and Labour	First full pay week in April 2026
Furniture, Bedding, Curtaining and Upholstery	Unskilled employees	05	R28,79	As per National Minimum Wage Rate
	Semi-skilled employees	04	R30,00	R31,80
	Skilled employees	03	R32,00	R34,30
	Chargehands	02	R32,00	R34,30
	Foremen & Supervisors	01	R32,00	R34,30

This gazette is also available free online at www.gpwonline.co.za

ANNEXURE D



This gazette is also available free online at **www.gpwonline.co.za**

ANNEXURE E



REGISTRATION AS AN EMPLOYER OR CHANGE OF BUSINESS INFORMATION

(Registering with the Bargaining Council for the Furniture Manufacturing Industry of the Western Cape does not require an application fee.)

For office use only			
AREA(S) OF SERVICE *(Area "A" or Area "B".)*			
COMPANY NUMBER:			
ADMINISTRATIVE CLERK:			
1. EMPLOYER BUSINESS NAME			
(PTY) LTD / CC / CO-OP / TRUST / SOLE PROP *(Delete whichever is not applicable)*		**REG. NO.**	
TRADING AS BUSINESS NAME *(If applicable)*			
2. STATE WHETHER EMPLOYER IS THE: *(Delete whichever is not applicable)*		**MAIN CONTRACTOR / SUBCONTRACTOR / LABOUR BROKER / WORK PROVIDER**	
3. PHYSICAL ADDRESS		**4. POSTAL ADDRESS**	
POSTAL CODE		**POSTAL CODE**	
4. ADDRESS WHERE THE BUSINESS TRADES:			
5. CONTACT PERSON		**MOBILE PHONE**	
BUSINESS PHONE		**BUSINESS FAX**	
BUSINESS E-MAIL		**WEB ADDRESS**	
WEB ADDRESS		**VAT NO.**	
DATE WHEN BUSINESS FIRST COMMENCED			

ATTACH PHOTOCOPIES OF I.D.(s), COMPANY REGISTRATION, CLOSE CORPORATION CO-OPERATIVE OR TRUST CERTIFICATE OR PARTNERSHIP AGREEMENT

All correspondence to be addressed to the Secretary

Furniture Industry House
7 Maritz Street, Kempenville, Bellville 7530
P. O. Box 1629
Sanlamhof
Bellville
7532
Tel: 021-948 5775
secretary@furniture.org.za

This gazette is also available free online at **www.gpwonline.co.za**

6. FULL NAMES & HOME ADDRESSES OF DIRECTORS / MEMBERS / TRUSTEES / PARTNERS / OWNERS			
a)		ID NUMBER	
HOME ADDRESS		PHONE NO.	
b)		ID NUMBER	
HOME ADDRESS		PHONE NO.	

7. TOTAL NUMBER OF EMPLOYEES (Please complete Addendum 'A' with employee information)		EMPLOYER USING SUB-CONTRACTORS AND/OR LABOUR BROKER	YES		NO	
8. MEMBER OF AN EMPLOYER ORGANISATION?			YES		NO	
IF YES, PLEASE SPECIFY (e.g., CFMA)						
9. REGISTERED WITH ANOTHER BARGAINING COUNCIL? (Please specify)						

10. PROOF OF REGISTRATION: THE EMPLOYER WARRANTS THAT THEIR BUSINESS IS REGISTERED WITH THE FOLLOWING STATUTORY BODIES, OR IF NOT, WARRANTS THAT AN APPLICATION HAS BEEN MADE FOR REGISTRATION.				
a) Insured under the Compensation for Occupational Injuries & Diseases Act (COIDA, previously known as Workmen's Compensation Act)	YES		NO	
b) The Unemployment Insurance Contributions Act (UIF)	YES		NO	
c) Registered with SA Revenue Service under the P.A.Y.E. System (SARS)	YES		NO	

11. SUPPLY NAME & CONTACT NO. OF THE MAIN CONTRACTOR / SUB-CONTRACTOR / LABOUR BROKER / WORK PROVIDER

12. PENSION FUND

Employers who register with the Furniture Bargaining Council participate in The Furniture Industry Provident Fund of the Western Cape.

Section 13A of the Pension Fund Act, 1956 (Act No. 24 of 1956) ("The Act") and Conduct Standard 1 of 2022 in respect of the requirements related to the payment of Pension Fund Contributions, 2022 ("the Conduct Standard"), places various duties, obligations and liabilities on employers, funds, fund administrators and the Principal Officer of funds related to the payment of pension fund contributions.

In terms of section 13A(1) of the Act, the employer is obliged to pay to the fund in full any contributions deducted from the members' remuneration and the employer's contribution on behalf of members.

In terms of section 13A(3) of the Act, the employer is obliged to pay such contributions into the fund's bank account no later than 7 (seven) days after the end of the month for which the contribution is payable.

In terms of section 13A(6) of the Act, persons who are in control of or regularly involved in the management of the employer's overall financial affairs shall be personally liable for any non-compliance with section 13A of the Act.

In terms of section 37(1) of the Act, any person who contravenes or fails to comply with the provisions of section 13A of the Act is guilty of an offence and may be liable on conviction to a fine not exceeding R10 million or to imprisonment for a period not exceeding 10 years, or both such fine and imprisonment.

You are required to provide the identity and particulars of the person(s) who will be personally liable for compliance with the requirements mentioned above as prescribed in section 13A(9)(a) of the Act.

[illegible] to be submitted to the Secretary

Furniture Industry House
7 Maritz Street, Kenpenville, Bellville 7530
P. O. Box 1509
Sanlamhof
Bellville
7535
Tel: 021-948 6775
[illegible]

52

RESPONSIBLE PERSON/S DETAILS

Name	Surname	Address	ID number	Phone number

Please note:

Section 13A(9)(b) of the Act provides that, where an employer fails to identify the Responsible Person/s as per the requirements of section 13A(9)(a) of the Act, all those persons listed under point 8 above, i.e. directors (in case of a company), all the members regularly involved in the management of the closed corporation (in respect of a closed corporation), all partners (in case of a partnership), or all the persons comprising the governing body of the employer, as the case may be, shall be personally liable in terms of section 13A(8) of the Act.

13. SIGNED AT _____ **ON THIS** _____ **DAY OF** _____ **20** _____

(Place) *(Day)* *(Month)* *(Year)*

FOR AND ON BEHALF OF: _____

(Employer Business Name)

SIGNATURE AND CAPACITY OF ALL AUTHORIZED SIGNATORIES WITHIN THE EMPLOYER BUSINESS

SIGNATURE	CAPACITY: DIRECTOR / MEMBER / TRUSTEE / PARTNER / OWNER

DESIGNATED AGENT: _____ **SIGNATURE:** _____

All correspondence to be addressed to the Secretary

Furniture Industry House
7 Merlo Street, Kenpenville, Bellville 7530
P. O. Box 1529
Tenlenhof
Bellville
7539
Tel. 021-946 5770
secretary@furniture.org.za

This gazette is also available free online at **www.gpwonline.co.za**

ANNEXURE F

CONCILIATION AND ARBITRATION GUIDELINES

1. Introduction

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

2. Purpose of guidelines

2.1 The purpose of these guidelines is -

(a) to inform users of the Council's conciliation process of the policies and procedures adopted by the Council in conciliation;

(b) to help Conciliators perform their functions; and

(c) to promote consistency in the Council's approach to conciliation proceedings.

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

3. Applications for condonation

3.1 An unfair dismissal dispute must be referred to the Council within 30 days of the date of dismissal. If the 30-day time limit has expired, the dismissed Employee must apply to the Council for condonation, that is, permission to refer the dispute after the 30-day time limit has expired.

3.2 The application must be attached to the dispute referral form and served with it on the other parties to the dispute and lodged with the Council.

3.3 If at any time the Council becomes aware that the dispute was referred outside the 30-day time period, the Council may call on the applicant to apply for condonation.

3.4 The application must include a signed statement that explains the reasons for the delay and deals with each of the considerations set out in paragraph 3.8 below.

3.5 If the applicant requires condonation because he or she did not attend a conciliation meeting scheduled by the Council, the applicant must give reasons for failing to attend.

This gazette is also available free online at www.gpwonline.co.za

3.6 The other parties to the dispute must reply to the application within fourteen (14) calendar days of receiving it. This reply must also include a signed statement, which is to be served on the applicant and filed with the Council.

3.7 The applicant may reply to the other party's response within seven (7) calendar days of receiving it. The applicant must serve the reply on the other parties to the dispute and then file it with the Council.

3.8 The Conciliator must consider the application and any representations of the parties and must grant condonation to the applicant if there are good grounds for doing so. The Conciliator must consider the following: -

(a) the degree of lateness. If the referral is only a few days late, this may weigh in favour of condonation;

(b) the degree of fault of the referring party or his/her authorised representative. If the referral was late due to a circumstance beyond the control of the applicant, this may weigh in favour of condonation;

(c) the reasonableness of the explanation. If the explanation is improbable, this should weigh against condonation;

(d) prejudice to the other parties to the dispute;

(e) prospects of success.

4. **Province in which dispute is to be conciliated**

4.1. A dispute should be conciliated in the province in which the dispute arose.

4.2. The Council may arrange for conciliation to be held telephonically if in its opinion the circumstances justify this and it is practicable to do so.

5. **Jurisdictional disputes**

5.1. The policy of the Council is to discourage legal technicalities and to promote dispute resolution in the interests of social justice and labour peace. Accordingly, its policy is not to determine jurisdictional disputes at conciliation.

5.2. If a party objects to the jurisdiction of the Council, the conciliator may-

(a) conciliate the dispute on the basis that attendance and participation of all parties is without prejudice; or

(b) issue a certificate stating that the dispute has not been resolved.

This gazette is also available free online at **www.gpwonline.co.za**

6. **Discretion to assume jurisdiction**

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

(a) exercise its discretion to assume jurisdiction.

(b) refer the dispute to the appropriate person or body for resolution.

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

(a) the referral is an attempt to by-pass agreed or statutory procedures.

(b) substantial injustice will be done by referring the dispute to the appropriate person or body for resolution.

(c) the Council has jurisdiction.

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

7. **Failure to attend conciliation proceedings**

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

(a) postpone the conciliation; or

(b) issue a certificate that the dispute has not been resolved.

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

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

(a) postpone the proceedings; or

(b) dismiss the referral.

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

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

This gazette is also available free online at **www.gpwonline.co.za**

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

8. **Representation at conciliation proceedings**

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

(a) by a co-Employee; or

(b) by a member, an office bearer or official of that party's trade union or Employers' organisation; and

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

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

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

9. **Applications for postponement**

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

9.2 The Council will **not** allow matters to be postponed unless-

(a) there is good reason to do so;

(b) the application is in good faith;

(c) the application is made as soon as practicable; and

(d) the other parties to the dispute are not unduly prejudiced.

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

This gazette is also available free online at **www.gpwonline.co.za**

10. **Impartiality of Commissioners**

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

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

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

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

11. **Conclusion**

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

ANNEXURE G

PUBLIC HOLIDAYS

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

This gazette is also available free online at **www.gpwonline.co.za**

ANNEXURE H

PROVIDENT FUND CONTRIBUTION

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

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

This Agreement was signed at **Cape Town**, for and on behalf of the Parties to the Council on this 23rd day of **April 2025**.

W.W. DYERS
CHAIRPERSON

J.J CLAASSEN
VICE - CHAIRPERSON

N.U. ABRAHAMS
SECRETARY

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065

This gazette is also available free online at **www.gpwonline.co.za**