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**Contents**

<i>No.</i>	<i>Gazette No.</i>	<i>Page No.</i>
------------	------------------------	---------------------

**GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS****Labour, Department of/ Arbeid, Departement van**

426	Labour Relations Act, 1995: National Bargaining Council for the Road Freight and Logistics Industry: Extension to Non-parties of the Main Collective Amending Agreement.....	42312	4
427	Labour Relations Act, 1995: Bargaining Council for the Furniture Manufacturing Industry KwaZulu-Natal: Extension to Non-parties of the Main Collective Agreement.....	42312	51
428	Labour Relations Act, 1995: Cancellation of Government Notice: Bargaining Council for the Furniture Manufacturing Industry KwaZulu-Natal—Main Collective Agreement.....	42312	101

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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

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## DEPARTMENT OF LABOUR

NO. 426

15 MARCH 2019

## LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND  
LOGISTICS INDUSTRY : EXTENSION TO NON-PARTIES OF THE MAIN  
COLLECTIVE AMENDING AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Road Freight and Logistics Industry** 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 for the period ending 28 February 2022.

  
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**MN OLIPHANT, MP**  
**MINISTER OF LABOUR**

DATE: 13/03/2019

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY :UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI NESICHIBIYELA SELULELWA KULABO ABANGEYONA INGXEYENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi, lapha ngokwesigaba-32(2) kanye nesigaba 32(8) soMthetho Wobudlelwano WezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa Emikhandiwini Kazwelonke Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Emkhakheni Wezokwakhiwe Ngokhuni Namaphepha, futhi ngokwesigaba-31 soMthetho Wezobudlelwano KwezabaSebenzi ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 28 kuNhlolanja 2022.



**MN OLIPHANT, MP**  
**UNGQONGQOSHE WEZABASEBENZI**

**USUKU:** 12/03/2019

**SCHEDULE****NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS  
INDUSTRY****AMENDMENTS TO THE MAIN COLLECTIVE AGREEMENT**

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

**ROAD FREIGHT ASSOCIATION (RFA)**

**NATIONAL EMPLOYERS' ASSOCIATION OF SOUTH AFRICA (NEASA)**

(hereinafter referred to in this Agreement as the "employers' organisations")  
on one part, and the

**SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS' UNION (SATAWU)**

**MOTOR TRANSPORT WORKERS' UNION OF SOUTH AFRICA (MTWU)**

**TRANSPORT AND ALLIED WORKERS' UNION OF SOUTH AFRICA (TAWU)**

**PROFESSIONAL TRANSPORT AND ALLIED WORKERS' UNION OF SOUTH AFRICA  
(PTAWU)**

**(ACTING JOINTLY WITH TRANSPORT AND ALLIED WORKERS' UNION OF SOUTH  
AFRICA IN TERMS OF CLAUSE 6.14 OF THE NBCRFLI CONSTITUTION)**

(hereinafter referred to in this Agreement as the "trade unions"), on the other part,  
being the parties to the National Bargaining Council for the Road Freight and Logistics  
Industry.

(hereinafter referred to in this Agreement as the "Bargaining Council")

## PART 1: APPLICATION AND DURATION OF AGREEMENT

### Application of Agreement

- (1) The terms of this Agreement shall be observed by employers and employees in the Road Freight and Logistics Industry as defined hereunder, in the Republic of South Africa:

**“Road Freight and Logistics Industry”** or **“Industry”** means the industry in which employers and their employees, as defined in Paragraph A hereunder, are associated for carrying on one or more of the following activities for hire or reward:

- (i) The transportation of goods by means of motor transport;
- (ii) The storage of goods, including the receiving, opening, unpacking, packing, despatching and clearing or accounting for of goods where these activities are ancillary or incidental to paragraph (i); and
- (iii) The hiring out by temporary employment services of employees for activities or operations which ordinarily or naturally fall within the transportation or storage of goods as contemplated by paragraphs (i) and (ii) of this definition.

The **“transportation of goods”** does not include the undertakings, industries, trades or occupations in respect of which the following bargaining councils are registered:

- (i) Transnet Bargaining Council; and
- (ii) Motor Ferry Industry Bargaining Council of South Africa.

For the purposes hereof-

**“Paragraph A”** means those employees in the Road Freight and Logistics Industry, as defined above, in the categories as mentioned hereunder:

- (a) **Employees covered by the definition of the Industry as defined above:**
- General workers;
  - Security guards, security officers, custodians, vehicle guards, team leaders;

- Motor vehicle drivers;
- Key Marshalls (Cash in Transit);
- Cage Men (Cash in Transit);
- Artisan assistants, semi-skilled artisans, repair shop workers;
- Operators;
- Dispatch clerks, checkers, packers/loaders;
- Storemen;
- Personal assistants, receptionists, clerks, administrators, data capturers, chemical cleaners;
- Junior controllers, branch administrators, driver trainers;
- Box Room Marshalls (Cash in Transit);
- Radio Controllers (Security Officer III) (Cash in Transit);
- Tactical Support Officers / Team Leaders (Security Officer II) (Cash in Transit);
- Counting House Tellers (Cash in Transit);
- Box Staff (Cash in Transit);
- Client Liaison Officers (Cash in Transit);
- Training Officers (Cash in Transit);
- General Worker: Cleaners (Cash in Transit);
- Receptionist (Cash in Transit).

- (2) Notwithstanding the provisions of sub-clause (1), this Agreement shall apply to:
- (a) Employees for whom minimum wages are prescribed in this Agreement and to the employers of such employees;
  - (b) other categories of employees, listed in schedule 7 who qualify for the across the board increases, as well as payments and benefits specified to the employers of such employees; and
  - (c) owner-drivers and their employees only insofar hours of work and limitations on hours of work and registration with the Council is concerned.



- 
- (3) Subject to clause (4), this Agreement applies to owner-drivers, and to the employees of owner-drivers.
- (4) An owner-driver –
- (a) who is an employer must observe the same hours of work and limitations on hours of work that are prescribed in this Agreement for employees;
  - (b) who possesses only one motor vehicle and is the permanent driver of that vehicle is only required to comply with the requirements of sub-paragraph (a) of this clause and clause 45.
- (5) Part 10 of this Agreement sets out provisions that apply to particular categories of employees. It –
- (a) specifies categories of employees in respect of whom only particular provisions of this Agreement apply;
  - (b) provides provisions that apply to specific categories of employees in addition to the rest of the Agreement;
  - (c) modifies certain provisions of this Agreement for the purposes of specific categories of employees.

**1. INDEX : PART 11 – ADMINISTRATION OF AGREEMENT**

- **Substitute the Title in Clause 78 in the index with the following**  
Clause 78 – Extension and implementation of the Agreement.
- **Add new Clause 79 to the index as follows:**  
Clause 79 – Existing Benefits and Practices in the Agreement.

**2. INDEX : PART 12 – EMPLOYMENT EQUITY ACT**

- **Add new Clause 80 to the index as follows:**  
Clause 80 – Application of the Employment Equity Act.

**3. PART 1 : APPLICATION AND DURATION OF AGREEMENT**

- **Substitute clause 2 sub-clause 1 as follows:**  
This Agreement is binding to employers and employees of the industry effective from 1 March 2019 or date to be determined by the Minister but not earlier than 1 March 2019.
- **Substitute clause 2 sub-clause 2 as follows:**  
This Agreement shall become binding on non-party employers and employees once it is extended by the Minister of Labour in terms Section 32 of the Act from a date determined by the Minister until 28 February 2022.

**4. PART 2: HOURS OF WORK**

- **Substitute clause 13 sub-clause (1) as follows:**  
  
Overtime in respect of a weekly paid employee is calculated on the basis of the weekly total of overtime worked, with a fraction of an hour rounded up or down to the nearest full half-hour: provided that overtime in respect of a relief employee must be calculated on the wage specified in clause 62 read with Schedule 5, including the additional premium of 10%. Subject to the provisions of this agreement, all hours worked in excess of ordinary hours per day worked

during a week, will be regarded as overtime, whether the employee has completed the weekly 45 ordinary hours or not.

## 5. PART 3: LEAVE

- **Substitute clause 19 sub-clause (1) as follows:**

Every employer shall pay contributions to the Sick Leave Fund by not later than the 20<sup>th</sup> of each month, in respect of each employee employed by him/her, an amount calculated as follows:

$$\frac{\text{Normal weekly basic wage} \times 9}{45 \quad 1}$$

- **Substitute clause 19 sub-clause 11 (a) as follows:**

On completion of the three year cycle after commencing employment or from the date that the previous sick leave cycle expires, Council shall pay a sick leave bonus to an employee based on contributions received less sick leave days paid to that employee during the preceding 3 year sick leave cycle.

## 6. PART 5: REMUNERATION

- **Substitute clause 34 sub-clause 1 with the following:**

Subject to sub-clause (2), an employee, other than a temporary employee of a temporary employment service, who performs work in a class for which a higher wage is prescribed in this Agreement than that employee's usual wage on any day, must be paid the higher wage for the whole of that day. For the purpose of the CIT Custodian duties, as defined in Schedule 2, should such duties become the majority of the employee's functions for a period exceeding 1 (one) month, such employee must be promoted to that higher category.

- **Substitute the heading of clause 36 as follows:**

Clause 36A Subsistence Allowance

**Add new sub-clause 36A (e) as follows:**

The employer is entitled to recover, any unused portion of such allowance at the next pay date following the employee's return from the trip to his place of residence or employer's establishment. In addition, should an employee complete more trips than planned, the relevant subsistence allowance shall apply and will be paid to the employee at the next pay date.

- **Add new clause 36B as follows:**

Clause 36B Cross Border Allowance

**Add the sub-clauses under clause 36B as follows:**

1. This clause does not apply to employers and employees in Sugar Cane and Forestry In-Field Operations.
2. Schedule 5 to this Agreement sets out the minimum amount payable as a cross border allowance.
3. A cross border allowance –
  - (a) must be paid to employees who, in the performance of their duties, cross the borders of South Africa and are absent from their place of residence and their employer's establishment for any period extending over the compulsory rest interval of nine consecutive hours prescribed in clause 6 (1);
  - (b) is in addition to any other remuneration due to an employee;
  - (c) is payable within seven days of completion of the journey to which it relates;
  - (d) is payable in advance to an employee who is required to undertake a journey involving an absence of 48 hours or more. In this event, the

duration of absence must be estimated and the employee must refund to the employer any overpayment of the allowance on completion of the journey.

- (e) The employer is entitled to recover, any unused portion of such allowance at the next pay date following the employee's return from the trip to his place of residence or employer's establishment. In addition, should an employee complete more trips than planned, the relevant cross border allowance shall apply and will be paid to the employee at the next pay date.

- 4. An employee who qualifies for and receives a cross border allowance is not entitled to a night shift allowance or a subsistence allowance.

## 7. PART 6: TERMINATION OF EMPLOYMENT

- **Substitute clause 43 sub-clause (3)(a) as follows:**

If an employee's employment terminates before that employee has qualified for annual leave in terms of clause 18 –

- (a) the employer must complete an online Pro Rata Accrued Entitlement Advice Voucher in the form specified by the Council for this purpose and –
  - (i) retain an online copy;
  - (ii) submit online within 24 hours of the termination of employment of the employee to the National Secretary of the Council; and
  - (iii) print and hand a copy to the employee for claim purposes;

## 8. PART 7: EMPLOYERS OBLIGATIONS

- **Substitute clause 46 sub-clause (1) as follows:**

Employers must ensure that they at all times have an adequate stock of the following documents –

- (a) Annexure A3- certificate of service;
- (b) Annexure A6 - annual leave pay payment voucher;

- (c) Annexure A7 - notice of termination of employment;
- (d) Annexure A8 - application for sick leave benefit.

- **Substitute clause 53 sub-clause (1) as follows:**

Every employer must comply with clauses 19, 29, 30, 54, 69, the Wellness Fund as provided for in Schedule 4 of this Agreement and the Agency Shop Agreement (Notice R.1323 appearing in Government Gazette 31681 of 12 December 2008) by completing and submitting, the online monthly return and paying to the Council the total amount due for such return by the due date.

- **Delete sub-clause 3 in its entirety**

- **Substitute clause 53 sub-clause (5) (a) as follows:**

For the purposes of sub-clause (3), a monthly return is deemed to be defective or incomplete if it –

- (a) Does not conform in all respects with the online monthly return.

- **Old sub-clause (4) is now sub-clause (3)**
- **Old sub-clause (5) is now sub-clause (4)**
- **Old sub-clause (6) is now sub-clause (5)**

### **(3) PART 8: COLLECTIVE BARGAINING**

- **Substitute clause 54 sub-clause (2) (b) as follows:**

transmit the total amount deducted, together with the online monthly return to the National Secretary of the Council, by no later than the 20th day of each month following that to which it relates.

- **Add new clause 56 sub-clause (2) as follows:**

Extended bargaining unit employees shall exclude employees within the traditional bargaining unit. It shall mean employees whose jobs are graded up to the C1 band and/or earning equals to or less than the threshold as stipulated

in Section 6(3) of the Basic Conditions of Employment Act, No 75 of 1997, as amended from time to time, that are involved in the administration of road freight logistics, warehousing and fleet maintenance and with reference to the categories listed in Schedule 7 of the Main Collective Agreement.

- **Add new clause 56 sub-clause (3) as follows:**

The job categories listed in Schedule 7 of the Main Collective Agreement shall be the only job categories applicable and recognised within the road freight and logistic industry and there shall be no other new job categories introduced without a resolution from the Council.

- **Old sub-clause (5) is now sub-clause (4)**

#### **(4) PART 9: PROHIBITED EMPLOYMENT**

- **Substitute clause 58 sub-clause (1) (b) as follows:**

knowingly employ:

- (i) An illegal foreigner;
- (ii) A foreigner whose status does not authorise him or her to be employed by such person; or
- (iii) A foreigner on terms, conditions or in a capacity different from those contemplated in such foreigner's status, as contemplated in the Immigration Act no 13, of 2002.

- **Add new clause 58 sub-clause (2) as follows:**

An employer shall make a good faith effort to ascertain that no illegal foreigner is employed by him/her and to ascertain the status or citizenship of those whom he/she employs.

**(5) PART 10: PROVISIONS APPLICABLE TO PARTICULAR CATEGORIES OF EMPLOYEES**

- **Substitute clause 60 sub-clause (1) as follows:**

A danger allowance must be paid to HAZCHEM employees. The allowance shall be 2% based on determined minimum wages for HAZCHEM employees calculated on either the weekly minimum wage in respect of weekly paid employees or on the monthly minimum wage in respect of monthly paid employees.

- **Substitute clause 67A sub-clause (4) as follows:**

A Dual Driver Subsistence Allowance, as well as a payment equal to 2 hours calculated at overtime rate, will be payable, in terms of item 7 Schedule 5 to each driver for the shift worked in accordance with the dual driver system. This allowance will be paid instead of the standard Subsistence allowance. A driver who does not qualify for the standing Subsistence allowance as per clause 36 of the Main Agreement, will receive the difference between the Dual Driver Subsistence allowance and the standard Subsistence allowance as specified in clause 36 of the Main Agreement, as well as a payment equal to 2 hours calculated at overtime rate.

- **Add new clause 67A sub-clause (5) as follows:**

Clause 79 below is applicable to sub-clause 67A (4) above

- **The old sub-clause (5) is now sub-clause (6)**
- **The old sub-clause (6) is now sub-clause (7)**

**(6) Part 11 – ADMINISTRATION OF AGREEMENT**

- **Delete clause 69 sub-clause (4) in its entirety**
- **Delete clause 74 in its entirety and substitute as follows:**



- (1) The Council hereby established an exemptions body, constituted of persons independent of the Council, to consider all applications for exemption from the provisions of the Council's Collective Agreements.
- (2) In terms of section 32(3)(e) of the Act, the Council establishes an Independent Body to hear and decide, within 30 days of receipt of any appeal, brought against the Exemptions Body's refusal of a non-party's application for exemption from the provisions of a collective agreement or the withdrawal of a non-party exemption by the Exemptions Body of the Council.
  - (a) No representative, office-bearer or official of a trade union or employers' organisation party to the Council may be a member of or participate in the deliberations of the Independent Body.
  - (b) The Council hereby established an exemptions body, constituted of persons independent of the Council, to consider all applications for exemption from the provisions of the Council's Collective Agreements.
  - (c) In terms of section 32(3)(e) of the Act, the Council establishes an Independent Body to hear and decide, within 30 days of receipt of any appeal, brought against the Exemptions Body's refusal of a non-party's application for exemption from the provisions of a collective agreement or the withdrawal of a non-party exemption by the Exemptions Body of the Council.
  - (d) No representative, office-bearer or official of a trade union or employers' organisation party to the Council may be a member of or participate in the deliberations of the Independent Body.

Applications for exemption shall be in writing on the appropriate application form(s) obtainable from any NBCRFLI office. Application forms must be submitted to the applicable NBCRFLI Regional Office and served on all interested parties.

- (3) Applications for exemption shall comply with the following requirements:

- (a) Be fully motivated.
  - (b) Be accompanied by relevant supporting data and financial information.
  - (c) Applications that affect employees' conditions of service shall not be considered unless the employees or their representatives have been properly consulted and their views fully recorded in an accompanying document.
  - (d) If the nature of the relief sought dictates, the application shall be accompanied by a plan reflecting the objectives and strategies to be adopted to rectify the situation giving rise to the application and indicating a time frame for the plan.
  - (e) Indicate the period for which exemption is required.
- (5) Upon receipt of a valid application Council shall refer it to the Exemptions Body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- (6) 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. An appeal to the Independent Body must be noted in writing within 1 month of the applicant becoming aware of the Exemptions Body's decision, or such further time as the Independent Body may allow. The notice of appeal must set out the grounds on which the applicant's appeal is based.
- (7) In the event of the Exemptions Body granting an application, the Council or any other interested party shall have the right to appeal against the decision to the Independent Body and the provisions of clause 3 with the necessary changes to its context will apply.
- (8) The Exemptions Committee of Council shall appoint not more than four persons who shall be entitled to attend all meetings of the Exemptions Body at which applications for exemptions, against refusals to grant exemptions, or the withdrawal of such an exemption by the Exemptions Body or the Council, are considered, to make representations to the Body on any of the applications.
- (9) In considering the application, the Exemptions Body and Independent Body shall take into consideration all relevant factors, which may include, but shall not be limited to, the following criteria:

- (a) The applicant's past record (if applicable) of compliance with the provisions of Council's Collective Agreements and Certificates of Exemption or appeal;
  - (b) any special circumstances that exist;
  - (c) any precedent that might be set;
  - (d) the interests of the Industry as regards –
    - (i) unfair competition;
    - (ii) collective bargaining;
    - (iii) potential for labour unrest;
    - (iv) increased employment;
  - (e) the interests of employees' as regards –
    - (i) exploitation;
    - (ii) job preservation;
    - (iii) sound conditions of employment;
    - (iv) possible financial benefits;
    - (v) health and safety;
    - (vi) infringement of basic rights;
  - (f) the interests of the employer as regards –
    - (i) financial stability;
    - (ii) impact on productivity;
    - (iii) future relationship with employees' trade union;
    - (iv) operational requirements.
- (10) (a) Council's Exemptions Body must consider all exemption applications from non-parties and must comply with the provisions of sub-section 32(dA) of the Act when considering such applications. The Exemption Body must decide an application for an exemption within 30 days of receipt. The Exemptions Body must consider and take into account the requirements prescribed in sub-clauses (3) and (9) above.
- (b) The Independent Body established by Council in terms of section 32 of the Act must consider appeals against the refusal by the Council's Exemption Body to grant exemptions. The Independent Body must comply with the provisions of sub-section 32(3)(e) of the Act in all aspects when dealing with appeals. The Independent Body shall hear, decide and inform the applicant and the Council

as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the Exemptions Body. The Independent Body must consider and take into account the requirements prescribed in sub-clause (9) above.

- (11) If the application is granted, the Exemptions Body or Independent Body shall issue certificate, signed by its Chairman and Secretary, containing the following particulars:
- (a) The full name of the applicant(s);
  - (b) the trade name;
  - (c) the provisions of the Agreement from which exemption or appeal is granted;
  - (d) the period for which the exemption or appeal shall operate;
  - (e) the date of issue;
  - (f) the condition(s) of the exemption or appeal granted.
- (12) 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.
- (13) An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at his establishment.

• **Delete clause 75 in its entirety and substitute as follows:**

- (1) Disputes about the interpretation or application of Council's Collective Agreements (Enforcement):
- (a) In this clause a dispute is any dispute arising out of the interpretation, or application or enforcement of the Council's Collective Agreements and includes a breach or breaches or alleged breach or alleged breaches of those agreements.
  - (b) Any person may refer a dispute about the interpretation, application or enforcement of the Council's Collective Agreements to the Council who may require an agent or designated agent as appointed by the Minister of Labour

- at the request of the Council, to assist in giving effect to the terms of this Agreement and/or to investigate the dispute.
- (c) Any designated agent of the Council must investigate a dispute that comes to his attention in the course of performing his duties.
  - (d) A dispute may be conciliated by:
    - (i) a designated agent in the course of or after an investigation; or
    - (ii) a duly appointed conciliator.
  - (e) Any designated agent of the Council is authorized to issue a Compliance Order requiring any person bound by the Council's Collective Agreements to comply with the Collective Agreements within 14 days.
  - (f) Any dispute envisaged in this clause may be dealt with in accordance with the provisions of Section 33A of the Act.
  - (g) Any arbitrator who has issued an arbitration award or ruling, or any other arbitrator appointed by the Secretary for that purpose may at his own initiative or as a result of an application by an affected party, vary or rescind an award or ruling –
    - (i) erroneously sought or made in the absence of any party affected by the award;
    - (ii) in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission;
    - (iii) granted as a result of a mistake common to the parties to the proceedings; or
    - (iv) made in the absence of any party, on good cause shown.
  - (h) If the arbitrator makes an award and a party to the arbitration must pay an arbitration fee, such fee will be determined by the Council from time to time.
- (2) Other disputes referred to Council in terms of the Act:
- (a) All disputes in terms of this clause shall, if required by the Act, be referred to the Council for conciliation and arbitration, in terms of the Council's rules.
  - (b) The Council shall be entitled but not required to investigate any matter referred to it by whatever means it considers appropriate for the purposes of assisting in the determination of the nature, date or complexity of the dispute in order to assist with its administrative functions.

- (c) When a dispute has been referred to the Council, the Council must appoint a conciliator to attempt to resolve through conciliation.
- (d) The appointed conciliator must attempt to resolve the dispute through conciliation within 30 days of the date the Council received the referral; however the parties may agree to extend the 30 day period.
- (e) The conciliator(s) must determine a process to attempt to resolve the dispute, which may include –
  - (i) mediating the dispute;
  - (ii) conducting a fact finding exercise;
  - (iii) making a recommendation to the parties, which may be in the form of an advisory award; and
  - (iv) conducting the conciliation hearing telephonically.
- (f) When conciliation has failed, or at the end of the 30 day period, or any further period agreed between the parties –
  - (i) the conciliator shall issue a certificate as envisaged in Section 135(5) of the Act stating whether or not the dispute has been resolved;
  - (ii) the conciliator shall serve a copy of that certificate on each party to the dispute or the person who represented a party in the conciliation proceedings; and
  - (iii) the conciliator shall file the original of that certificate with the Council.
- (g) If a dispute remains unresolved after conciliation in terms of this sub-clause the Council shall arrange for arbitration of the dispute if –
  - (i) the Act requires arbitration and any party to the dispute has requested in writing that it be resolved through arbitration;
  - (ii) the written request to Council for arbitration is accompanied by proof that a copy of the request has been served on the other party;
  - (iii) a conciliator has issued a certificate stating that the dispute remains unresolved; and
  - (iv) the written request referred to in (i) above is made within 90 days after the date on which the certificate referred to in (iii) above was issued: however, the Council, on good cause shown, may condone a party's non-observance of this time frame and allow a request for arbitration filed by the party after the expiry of the 90 day period.

- (h) The categories of disputes that the Council is required to resolve through arbitration, are those set out in the Act.
- (i) The Secretary or a designated official of the Council, shall –
  - (i) appoint an arbitrator from the Council's accredited panel in respect of the dispute;
  - (ii) schedule the time and place for the hearing and notify the parties;
  - (iii) if necessary, arrange for witnesses to be subpoenaed to attend the hearing.
- (j) If any party to a dispute objects to the arbitration of the dispute by an arbitrator appointed by the Secretary of the Council, the objecting party may request arbitration by an arbitrator selected from an independent panel providing arbitration services which, where required, complies with the provisions of the Act.
- (k) The arbitrator shall conduct the arbitration in a manner that he considers appropriate in order to determine the dispute fairly and quickly, but shall deal with the substantial merits of the dispute with the minimum of legal formalities.
- (l) Subject to the discretion of the arbitrator as to the appropriate form of the proceedings, a party to the dispute may give evidence, call witnesses, question the witnesses of any other party, and address concluding arguments to the arbitrator.
- (m) An arbitrator appointed in terms of this clause has the powers set out in Section 142(1) of the Act.
- (n) The arbitrator shall take into account any code of good practice that has been issued by NEDLAC, in accordance with the provisions of the Act, relevant to the matter being considered in the arbitration proceedings.
- (o) The arbitrator may make any appropriate arbitration award, in terms of the Act, including, but not limited to, an award –
  - (i) that give effect to the provisions and primary objects of the Act;
  - (ii) that gives effect to the applicable Collective Agreements;
  - (iii) that includes, or is in the form of, a declaratory order.
- (p) If the arbitrator finds that a dismissal or unfair labour practice is procedurally unfair, the arbitrator may charge the employer an arbitration fee to be determined by the Council from time to time.



- (q) Within 14 days of the conclusion of the arbitration proceedings –
    - (i) the arbitrator shall issue an arbitration award, signed by that arbitrator;
    - (ii) the arbitrator shall serve a copy of that award on each party to the dispute or the person who represented a party in the arbitration proceedings; and
    - (iii) the arbitrator shall file the original of that award with the Secretary of the Council.
  - (r) Within 30 days of the conclusion of the arbitration proceedings, the arbitrator shall, at the written request of either party, furnish reasons for the award if such reasons were not given in the award itself.
  - (s) On good cause shown, the Secretary may extend the period within which the arbitration award and the reasons are to be served and filed.
- (3) General
- (a) The Secretary may apply to the Labour Court to make any arbitration award issued in terms of this agreement an order of the Labour Court in terms of Section 158(1) of the Act.
  - (b) The Council may issue rules not inconsistent with the provisions of this agreement further regulating the practice and procedures for the conduct of exemption or dispute proceedings. Once issued a copy of such rules must be kept by and may be obtained from the offices of the Council.
  - (c) The provisions of this agreement stand in addition to any other legal remedy through which the Council may enforce its Collective Agreements.
  - (d) This agreement recognizes the applicability of Sections 33A, 51 and 191 of the Act and the Sections of the Act referred to in those Sections to proceedings conducted in terms of this clause.

• **Delete clause 77 and substitute as follows:**

- (1) By the 15<sup>th</sup> of December of each year, as of 15 December 2018, a payment equal to one week's basic wage will be made to existing EBU categories up to Patterson Grade B3 or those earning a basic wage of less than R10 000 per month including EBU employees in grades B4 to C1 earning a basic wage of less than R10 000 per month.



- (2) Subject to the above, such payment will only apply where above-mentioned employees do not receive a 13<sup>th</sup> cheque or similar payment in terms of their conditions of service. On the whole no employee, in terms of their existing benefits, will be prejudiced as a result of this provision and such payment will be off-set against any other similar payments made in lieu of a 13<sup>th</sup> cheque payment made.

- **Delete clause 78 in its entirety and substitute it as follows:**

**Extension and implementation of the Agreement**

The provisions of clause 20.3 of the NBCRFLI Constitution shall apply in this regard. Should an employer elect to implement this agreement or parts thereof, (as per clause 20.3.3 of said Constitution), prior to extension by the Minister of Labour to non-parties, such employer will be deemed to already be in compliance with the published agreement insofar as the applicable provisions that have already been implemented by such employer. For the purposes of these negotiations, the aforementioned items constitute the amendments required to the Main Collective Agreement.

- **Add new Clause 79 as follows:**

**Existing Benefits and Practices in the Agreement**

Any existing practices and/or benefits in the industry which are more than the agreed minimums in this agreement must not be reduced.

- **Add new Part 12 and Clause 80 as follows:**

**Part 12 - EMPLOYMENT EQUITY ACT**

- **Add new Clause 80 as follows:**

Industry must promote compliance with the Employment Equity Act 55 of 1998, as amended from time to time.

- **SCHEDULE 3: MONTHLY RETURN**

- **Delete the heading “NOTES FOR COMPLETING ANNEXURE A4” and substitute as follows:**

“NOTES FOR COMPLETING ONLINE MONTHLY RETURNS”

- **Delete the following sentence:**

The monthly return submitted to the Council in terms of the provisions of this agreement must comply with the following-

**Substitute with the following sentence:**

The online monthly return submitted to the Council in terms of the provisions of this agreement must comply with the following-

- **Substitute SCHEDULE 4 WELLNESS FUND clause 2 sub-clause (2)(b) as follows:**

submit to the National Secretary of the Council an online monthly return, for each of the employer’s establishments. The return must be submitted online to Council for this purpose, and must include each employee’s full names, surname and identification number. Part-time employees and relief employees must be identified as such on the online monthly return by inserting a “P” or an “R”, respectively, before the job category in the “Category” column.

- **Substitute SCHEDULE 4 WELLNESS FUND clause 2 sub-clause (3)(b) as follows:**

the basic wage of a part-time employee is calculated in accordance with the formula in clause 61(6) of the Agreement and as reflected in the wage column of the online monthly return.

- **Substitute SCHEDULE 4 WELLNESS FUND clause 8 sub-clause (2) as follows:**

The existing wellness contributions and benefits were effective from 1 March 2017, to current EBU categories up to B3, including employees in grades B4 to C1 earning a basic wage of less than R10 000.00 per month, provided that it is optional to aforementioned employees for whom an existing medical / sick benefit is not already a condition of employment.

**SCHEDULE 5: REMUNERATION AND OTHER MONETARY BENEFITS**

- ***Substitute Clause 1.(a) sub-clause 1a (i), sub-clause 2,1(b) ii (1) , sub-clause 1(c) (1) in its entirety and replace it as follows:***

**1.(a) Minimum Wages**

- (1) From the date of implementation for 2019 being 1 March 2019 for employers and employees of the industry or date to be determined by the Minister of Labour but not earlier than 1 March 2019 until 29 February 2020, the minimum rate at which wages in respect of ordinary hours of work shall be paid by an employer to each member of the under mentioned grades of his employees, shall be as follows:

- (a) Weekly Wages:

General Freight, Courier, Furniture Removal and CIT:

- (i) **TABLE ONE A: MINIMUM WAGES: GRADES 1 TO 5: (except where otherwise indicated for specific grades i.e. in Courier and CIT)**

**For the period 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020**

**2.1 Grade 1**

- R400.00 per month as per schedule below to be applied to the MIN on 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019.
- R400.00 per month as per schedule below to be applied to the MIN 6 months from the date as determined by the Minister or on 1 September 2019, in the event that the date determined by the Minister is 1 March 2019.

**2.2 Grade 2 & 3**

- R605.00 per month as per schedule below to be applied to the MIN on 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019.

- R100.00 per month as per schedule below to be applied to the MIN 6 months from the date as determined by the Minister or on 1 September 2019, in the event that the date determined by the Minister is 1 March 2019.

#### 2.3 Grade 4

- R605.00 per month as per schedule below to be applied to the MIN on 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019.

#### 2.4 Grade 5

- R1 000.00 per month as per schedule below to be applied to the MIN on 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019.

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week ending 28 February 2019 as published in Notice 726 of 28 October 2016 under GG No 40385	6 Adjusted Minimum Wage per week from 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019	7 Adjusted Minimum Wage per week Six Months from the date as determined by the Minister or on 1 September 2019, in the event that the date determined by the Minister is 1 March 2019.
1 42 3 27	General worker..... General worker, repair shop..... Packer/Loader, grade I..... Security guard.....	1.	A Band A Band A Band A Band	R1 269.45	R1 361.77	R1 454.08
5 6 2 22 24 46	Motorcycle/Motor Tricycle Driver..... Light Motor Vehicle Driver..... Checker, grade I..... Loader Operator, grade II..... Mobile Hoist Operator, grade II..... Packer/Loader, grade II.....	2.	B1 B1 B1 B1 B1 B1	R1 434.94	R1 574.57	R1 597.65
7 8 44 19 23 47 21 20 26 15	Medium motor vehicle driver (articulated)..... Medium Motor Vehicle Driver (rigid).. Artisan Assistant..... Gantry Crane Operator, grade I..... Mobile Hoist Operator, grade I..... Checker, grade II..... Loader Operator, grade I..... Gantry Crane Operator, grade II..... Storeman (workshop)..... Team Leader.....	3.	B2  B2 B2 B1 B2 B2 B1 B2 B2	R1 768.59	R1 908.22	R1 931.30
10 11 12 13	Heavy Motor Vehicle Driver (articulated)..... Heavy Motor Vehicle Driver (rigid)..... Extra-heavy Motor Vehicle Driver (articulated)..... Extra-heavy Motor Vehicle Driver (rigid).....	4.	B3 B3  B3 B3	R2 026.87	R2 166.50	N/A

18	Dispatch Clerk.....		B3			
14	Ultra-heavy Motor Vehicle Driver.....	5.	B4			
45	Semi-skilled Artisan.....		B4	R2 350.82	R2 581.61	N/A
49	Storeman (warehouse).....		B4			

**(3) APPLICATION OF WAGE INCREASES FOR THE PERIOD FROM 1 MARCH 2019  
FOR EMPLOYERS AND EMPLOYEES OF THE INDUSTRY OR DATE TO BE  
DETERMINED BY THE MINISTER BUT NOT EARLIER THAN 1 MARCH 2019  
ENDING 29 FEBRUARY 2020 FOR GRADES 1 – 5**

- a) Across the board increases of 8% on actual wage shall be awarded to all employees, mentioned in grades 1 to 5 above, who were in the employ of an employer prior to the coming into operation of the above mentioned wage schedule.
- b) The across the board increase must apply on the current wages before the adjustment of the minimums.

**TABLE ONE B: COURIER CHAMBER MINIMUM WAGES: GRADES 1 TO 5:  
(except where otherwise indicated for specific grades i.e. in CIT)  
From 1 March 2019 for employers and employees of the industry or date to be  
determined by the Minister but not earlier than 1 March 2019 until 29 February  
2020**

**4.1 Grade 1**

- R400.00 per month as per schedule below to be applied to the MIN on 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019.
- R400.00 per month as per schedule below to be applied to the MIN 6 months from the date as determined by the Minister or on 1 September 2019, in the event that the date determined by the Minister is 1 March 2019.

**4.2 Grade 2 & 3**

- R605.00 per month as per schedule below to be applied to the MIN on 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019.
- R50.00 per month as per schedule below to be applied to the MIN 6 months from the date as determined by the Minister or on 1 September 2019, in the event that the date determined by the Minister is 1 March 2019.

## 4.3 Grade 4

- R605.00 per month as per schedule below to be applied to the MIN on 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019.

## 4.4 Grade 5

- R1 000.00 per month as per schedule below to be applied to the MIN on 1 March 2019 for parties and for non-parties from date as determined by the Minister but not earlier than 1 March 2019.

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week ending 28 February 2019 as published in Notice 726 of 28 October 2016 under GG No 40385	6 Adjusted Minimum Wage per week from 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019	7 Adjusted Minimum Wage per week Six Months from the date as determined by the Minister or on 1 September 2019, in the event that the date determined by the Minister is 1 March 2019.
1 42 3 27	General worker..... General worker, repair shop..... Packer/Loader, grade I..... Security guard.....	1.	A Band A Band A Band A Band	R1 269.45	R1 361.77	R1 454.08
5 6 2 22 24 46	Motorcycle/Motor Tricycle Driver..... Light Motor Vehicle Driver..... Checker, grade I..... Loader Operator, grade II..... Mobile Hoist Operator, grade II..... Packer/Loader, grade II.....	2.	B1 B1 B1 B1 B1 B1	R1 434.94	R1 574.57	R1 586.11
7 8 44 19 23 47 21 20 26 15	Medium motor vehicle driver (articulated)..... Medium Motor Vehicle Driver (rigid).... Artisan Assistant..... Gantry Crane Operator, grade I..... Mobile Hoist Operator, grade I..... Checker, grade II..... Loader Operator, grade I..... Gantry Crane Operator, grade II..... Storeman (workshop)..... Team Leader.....	3.	B2  B2 B2 B1 B2 B2 B1 B2 B2	R1 768.59	R1 908.22	R1 919.76
10 11 12 13 18	Heavy Motor Vehicle Driver (articulated)..... Heavy Motor Vehicle Driver (rigid)..... Extra-heavy Motor Vehicle Driver (articulated)..... Extra-heavy Motor Vehicle Driver (rigid)..... Dispatch Clerk.....	4.	B3 B3 B3 B3 B3	R2 026.87	R2 166.50	N/A
14 45 49	Ultra-heavy Motor Vehicle Driver..... Semi-skilled Artisan..... Storeman (warehouse).....	5.	B4 B4 B4	R2 350.82	R2 581.61	N/A

**(5) APPLICATION OF WAGE INCREASES FOR THE PERIOD FROM 1 MARCH 2019  
FOR EMPLOYERS AND EMPLOYEES OF THE INDUSTRY OR DATE TO BE  
DETERMINED BY THE MINISTER BUT NOT EARLIER THAN 1 MARCH 2019  
ENDING 29 FEBRUARY 2020 FOR GRADES 1 – 5**

(a) Across the board increases of 8% on actual wage shall be awarded to all employees, mentioned in grades 1 to 5 above, who were in the employ of an employer prior to the coming into operation of the above mentioned wage schedule.

(b) The across the board increase must apply on the current wages before the adjustment of the minimums.

- 1.(b) For the period 1 March 2020 to 28 February 2021 the minimum weekly rate of which wages in respect of ordinary working hours shall be paid by an employer to his employees who are engaged in the under mentioned grades, shall be as follows:



(ii) **TABLE TWO A: MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 5:**  
**(except where otherwise indicated for specific grades i.e. in Courier and CIT)**  
**From 1 March 2020 until 28 February 2021**

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week from 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020	6 Across the board Increase	7 Adjusted Minimum Wage per week from ( 1 March 2020)
1 42 3 27	General worker..... General worker, repair shop..... Packer/Loader, grade I..... Security guard.....	1.	A Band A Band A Band A Band	R1 454.08	7.5%	R1 563.14
5 6 2 22 24 46	Motorcycle/Motor Tricycle Driver..... Light Motor Vehicle Driver..... Checker, grade I..... Loader Operator, grade II..... Mobile Hoist Operator, grade II..... Packer/Loader, grade II.....	2.	B1 B1 B1 B1 B1 B1	R1 597.65	7.5%	R1 717.48
7 8 44 19 23 47 21 20 26 15	Medium motor vehicle driver (articulated)..... Medium Motor Vehicle Driver (rigid)... Artisan Assistant..... Gantry Crane Operator, grade I..... Mobile Hoist Operator, grade I..... Checker, grade II..... Loader Operator, grade I..... Gantry Crane Operator, grade II..... Storeman (workshop)..... Team Leader.....	3.	B2  B2 B2 B1 B2 B2 B1 B2 B2	R1 931.30	7.5%	R2 076.15
10 11 12 13 18	Heavy Motor Vehicle Driver (articulated)..... Heavy Motor Vehicle Driver (rigid).... Extra-heavy Motor Vehicle Driver (articulated)..... Extra-heavy Motor Vehicle Driver (rigid)..... Dispatch Clerk.....	4.	B3 B3  B3 B3 B3	R2 166.50	7.5%	R2 328.99
14 45 49	Ultra-heavy Motor Vehicle Driver..... Semi-skilled Artisan..... Storeman (warehouse).....	5.	B4 B4 B4	R2 581.61	7.5%	R2 775.23



**(2) APPLICATION OF WAGE INCREASES FROM 1 MARCH 2020 UNTIL 28 FEBRUARY 2021 FOR GRADES 1 - 5**

- a) Across the board increases of 7.5% on actual wage shall be awarded to all employees, mentioned in grades 1 to 5 above, who were in the employ of an employer prior to 1 March 2020.
- b) The across the board increase must apply on the current wages before the adjustment of the minimums.

**(ii) TABLE TWO B: MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 5:  
(except where otherwise indicated for specific grades i.e. in CIT)  
From 1 March 2020 until 28 February 2021**

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week from 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020	6 Across the board Increase	7 Adjusted Minimum Wage per week 1 March 2020
1 42 3 27	General worker..... General worker, repair shop..... Packer/Loader, grade I..... Security guard.....	1.	A Band A Band A Band A Band	R1 454.08	7.5%	R1 563.14
5 6 2 22 24 46	Motorcycle/Motor Tricycle Driver..... Light Motor Vehicle Driver..... Checker, grade I..... Loader Operator, grade II..... Mobile Hoist Operator, grade II..... Packer/Loader, grade II.....	2.	B1 B1 B1 B1 B1 B1	R1 586.11	7.5%	R1 705.07
7 8 44 19 23 47 21 20 26 15	Medium motor vehicle driver (articulated)..... Medium Motor Vehicle Driver (rigid).. Artisan Assistant..... Gantry Crane Operator, grade I..... Mobile Hoist Operator, grade I..... Checker, grade II..... Loader Operator, grade I..... Gantry Crane Operator, grade II..... Storeman (workshop)..... Team Leader.....	3.	B2  B2 B2 B1 B2 B2 B1 B2 B2	R1 919.76	7.5%	R2 063.75
10 11	Heavy Motor Vehicle Driver (articulated)..... Heavy Motor Vehicle Driver (rigid)....	4.	B3 B3	R2 166.50	7.5%	R2 328.99

12	Extra-heavy Motor Vehicle Driver (articulated).....		B3			
13	Extra-heavy Motor Vehicle Driver (rigid).....		B3			
18	Dispatch Clerk.....		B3			
14	Ultra-heavy Motor Vehicle Driver.....	5.	B4			
45	Semi-skilled Artisan.....		B4	R2 581.61	7.5%	R2 775.23
49	Storeman (warehouse).....		B4			

**(3) APPLICATION OF WAGE INCREASES FROM 1 MARCH 2020 UNTIL 28 FEBRUARY 2021 FOR GRADES 1 - 5**

- Across the board increases of 7.5% on actual wage shall be awarded to all employees, mentioned in grades 1 to 5 above, who were in the employ of an employer prior to 1 March 2020.
- The across the board increase must apply on the current wages before the adjustment of the minimums.
- For the period 1 March 2021 to 28 February 2022 the minimum weekly rate of which wages in respect of ordinary working hours shall be paid by an employer to his employees who are engaged in the under mentioned grades, shall be as follows:

**(iii) TABLE THREE A: MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 5: (except where otherwise indicated for specific grades i.e. in Courier and CIT)**  
**From 1 March 2021 until 28 February 2022**

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week from 1 March 2020 until 28 February 2021	6 Across the board Increase	7 Adjusted Minimum Wage per week from 1 March 2021
1 42 3 27	General worker..... General worker, repair shop..... Packer/Loader, grade I..... Security guard.....	1.	A Band A Band A Band A Band	R1 563.14	7.5%	R1 680.38
5 6 2 22 24 46	Motorcycle/Motor Tricycle Driver..... Light Motor Vehicle Driver..... Checker, grade I..... Loader Operator, grade II..... Mobile Hoist Operator, grade II..... Packer/Loader, grade II.....	2.	B1 B1 B1 B1 B1 B1	R1 717.48	7.5%	R1 846.30
7 8 44 19 23	Medium motor vehicle driver (articulated)..... Medium Motor Vehicle Driver (rigid)... Artisan Assistant..... Gantry Crane Operator, grade I..... Mobile Hoist Operator, grade I.....	3.	B2  B2 B2 B1	R2 076.15	7.5%	R2 231.87

47	Checker, grade II.....		B2			
21	Loader Operator, grade I.....		B2			
20	Gantry Crane Operator, grade II.....		B1			
26	Storeman (workshop).....		B2			
15	Team Leader.....		B2			
10	Heavy Motor Vehicle Driver (articulated).....	4.	B3			
11	Heavy Motor Vehicle Driver (rigid).....		B3			
12	Extra-heavy Motor Vehicle Driver (articulated).....		B3	R2 328.99	7.5%	R2 503.67
13	Extra-heavy Motor Vehicle Driver (rigid).....		B3			
18	Dispatch Clerk.....		B3			
14	Ultra-heavy Motor Vehicle Driver.....	5.	B4			
45	Semi-skilled Artisan.....		B4	R2 775.23	7.5%	R2 983.38
49	Storeman (warehouse).....		B4			

**(2) APPLICATION OF WAGE INCREASES FOR THE PERIOD FROM 1 MARCH 2021 UNTIL 28 FEBRUARY 2022 FOR GRADES 1 - 5**

- a) Across the board increases of 7.5% on actual wage shall be awarded to all employees, mentioned in grades 1 to 5 above, who were in the employ of an employer prior to 1 March 2021.
- b) The across the board increase must apply on the current wages before the adjustment of the minimums.

**(iii) TABLE THREE B: MINIMUM WAGES AND WAGE INCREASES: GRADES 1 TO 5: (except where otherwise indicated for specific grades i.e. in CIT)**  
**From 1 March 2021 until 28 February 2022**

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week from 1 March 2020 until 28 February 2021	6 Across the board Increase	7 Adjusted Minimum Wage per week from 1 March 2021
1 42 3 27	General worker..... General worker, repair shop..... Packer/Loader, grade I..... Security guard.....	1.	A Band A Band A Band A Band	R1 563.14	7.5%	R1 680.38
5 6 2 22 24 46	Motorcycle/Motor Tricycle Driver..... Light Motor Vehicle Driver..... Checker, grade I..... Loader Operator, grade II..... Mobile Hoist Operator, grade II..... Packer/Loader, grade II.....	2.	B1 B1 B1 B1 B1 B1	R1 705.07	7.5%	R1 832.95
7 8 44 19 23 47	Medium motor vehicle driver (articulated)..... Medium Motor Vehicle Driver (rigid).... Artisan Assistant..... Gantry Crane Operator, grade I..... Mobile Hoist Operator, grade I..... Checker, grade II.....	3.	B2 B2 B2 B1 B2	R2 063.75	7.5%	R2 218.54

21	Loader Operator, grade I.....		B2			
20	Gantry Crane Operator, grade II.....		B1			
26	Storeman (workshop).....		B2			
15	Team Leader.....		B2			
10	Heavy Motor Vehicle Driver (articulated).....	4.	B3			
11	Heavy Motor Vehicle Driver (rigid).....		B3	R2 328.99	7.5%	R2 503.67
12	Extra-heavy Motor Vehicle Driver (articulated).....		B3			
13	Extra-heavy Motor Vehicle Driver (rigid).....		B3			
18	Dispatch Clerk.....		B3			
14	Ultra-heavy Motor Vehicle Driver.....	5.	B4			
45	Semi-skilled Artisan.....		B4	R2 775.23	7.5%	R2 983.38
49	Storeman (warehouse).....		B4			

**(3) APPLICATION OF WAGE INCREASES FOR THE PERIOD FROM 1 MARCH 2021 UNTIL 28 FEBRUARY 2022 FOR GRADES 1 - 5**

- a) Across the board increases of 7.5% on actual wage shall be awarded to all employees, mentioned in grades 1 to 5 above, who were in the employ of an employer prior to 1 March 2021.
- b) The across the board increase must apply on the current wages before the adjustment of the minimums.

• **Add a new clause as follows:**

- 1.(d) For the period 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 28 February 2022 the minimum weekly rate of which wages in respect of ordinary working hours shall be paid by an employer to his employees who are engaged in the under mentioned grades, shall be as follows:

**(iv) TABLE FOUR: CASH IN TRANSIT CHAMBER MINIMUM WAGES: GRADES 3 TO 6: (except where otherwise indicated for specific grades i.e. in Courier)**  
**From 1 March 2019 until 28 February 2022**

1 Category Code	2 Class (As per the categories as defined in Schedule 2 of the Main Collective Agreement)	3 Grade	4 Patterson Grade	5 Current Minimum Wage per week ending 28 February 2019 as published in the Notice 726 of 28 October	6 Adjusted Minimum Wage per week 1 March 2019 for employers and employees of the industry or date to be determined	7 Adjusted Minimum Wage per week from 1 March 2020	8 Adjusted Minimum Wage per week from 1 March 2021
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				2016 under GG No 40385	by the Minister but not earlier than 1 March 2019		
50	Vehicle Guard.....	3.	B2	R2 808.53	R3 057.93	R3 270.32	R3 499.24
51	Custodian.....	5.	B4	R3 276.17	R3 505.50	R3 750.89	R4 013.45
41	Security Officer, III.....	6.	B3	R2 340.60	R2 538.89	R2 716.61	R2 906.77
40	Security Officer, II.....		B3	R2 808.53	R3 057.93	R3 270.32	R3 499.24
39	Security Officer, I.....		B4	R2 808.53	R3 057.93	R3 270.32	R3 499.24

## 2. APPLICATION OF WAGE INCREASES FROM 1 MARCH 2019 UNTIL 28 FEBRUARY 2022 FOR GRADES 3, 5 and 6

- Across the board increases of 8% on actual wage shall be awarded to all employees, mentioned in grades 3, 5 and 6 above, who were in the employ of an employer prior to 1 March 2019.
- Across the board increases of 7.5% on actual wage shall be awarded to all employees, mentioned in grades 3, 5 and 6 above, who were in the employ of an employer prior to 1 March 2020.
- Across the board increases of 7.5% on actual wage shall be awarded to all employees, mentioned in grades 3, 5 and 6 above, who were in the employ of an employer prior to 1 March 2021.
- The across the board increase must apply on the current wages before the adjustment of the minimums.

### *Add new sub-clause 1(e) as follows:*

- Sub-clause 1(e) - Extended Bargaining Unit Employees (EBU)
- Substitute 1(d) (1) with a new sub-clause 1(e) (1)
- Substitute 1 (d) (iv) with a new sub-clause 1 (e) 1 (iv) as follows:

**(iv) TABLE ONE: ACROSS THE BOARD INCREASES**

**From 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020**

<b>Employees</b>	<b>Across the Board Increase</b>
Current EBU up to Patterson Grading B4	8%
Current EBU Patterson Grading C1	7%

- **Substitute 1(d) (2) with a new sub-clause 1(e) (2) as follows:**

- (2) The across the board increases in table one shall be calculated on actual wage and shall be awarded to all employees mentioned in the said table, who were in the employ of an employer prior to the coming into operation of the wage schedule.

- **Substitute 1 (d) (2) (v) with a new sub-clause 1 (e) (2) (v) as follows:**

**TABLE TWO: ACROSS THE BOARD INCREASES**

**From 1 March 2020 until 28 February 2021**

<b>Employees</b>	<b>Across the Board Increase</b>
Current EBU up to Patterson Grading B4	7.5%
Current EBU Patterson Grading C1	6.5%

- **Substitute 1(d) (3) with a new sub-clause 1(e) (3) as follows:**

- (3) The across the board increases referred to in table two shall be granted as from 1 March 2020 on actual wage.

- **Substitute 1 (d) (3) (vi) with a new sub-clause 1 (e) (3) (vi) as follows:**

**(vi) TABLE THREE: ACROSS THE BOARD INCREASES**



**From 1 March 2021 until 28 February 2022**

<b>Employees</b>	<b>Across the Board Increase</b>
Current EBU up to Patterson Grading B4	7.5%
Current EBU Patterson Grading C1	6.5%

- **Substitute 1(d) (4) with a new sub-clause 1(e) (4) as follows:**

- (4) The across the board increases referred to in table three above shall be granted as from 1 March 2021 on actual wage.

- **Substitute 1(e) (1) with a new sub-clause 1(f) (1) as follows:**

- Across the board increases

- (a) Year one: From 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020:
  - (i) 8% in respect of all EBU employees up to Paterson Grade B4.
  - (ii) 7% in respect of all EBU employees in Paterson Grade C1.
- (b) Year two: From 1 March 2020 until 28 February 2021:
  - (i) 7.5% in respect of all EBU employees up to Paterson Grading B4.
  - (ii) 6.5% in respect of all EBU employees in Paterson Grading C1.
- (c) Year three: From 1 March 2021 until 28 February 2022:
  - (i) 7.5% in respect of all EBU employees up to Paterson Grading B4.
  - (ii) 6.5% in respect of all EBU employees in Paterson Grading C1.

- **Substitute 1(f) with a new sub-clause 1(g) as follows:**

The only provisions of this Agreement that shall apply to extended bargaining unit employees shall be the increases referred to above, the provisions of clause 77, clause 54, clause 69 and schedule 4 item 8 (Wellness Fund).

- **Substitute 1(f) (2) with a new sub-clause 1(g) (2) as follows:**

Across the board increases shall be granted on actual wages.

- **Substitute Clause 2 (1) (a) Night-shift allowance as follows :**

- (1) The following night-shift allowances shall be payable to employees for whom minimum wages are prescribed:

(a)

Category of Employee	Period: From 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020
Employees who perform more than one hour of night work	An allowance of R12,00 beyond one hour and R2,17 for every hour in excess thereof; or by a reduction of ordinary hours of work

(b)

Category of Employee	Period: From 1 March 2020 to 28 February 2021
Employees who perform more than one hour of night work	An allowance of R12.90 beyond one hour and R2,33 for every hour in excess thereof; or by a reduction of ordinary hours of work

(c)

Category of Employee	Period: From 1 March 2021 to 28 February 2022
Employees who perform more than one hour of night work	An allowance of R13,86 beyond one hour and R2,50 for every hour in excess thereof; or by a reduction of ordinary hours of work

- **Substitute Clause 4 (a) , (b) and (c) Subsistence and Cross-Border allowance as follows:**

#### **Clause 4 (a) - Subsistence allowance**

The Subsistence allowance payable in terms of clause 36A of the Main Agreement, must be paid as per the schedule hereunder:

#### **Subsistence Allowance:**

**Period: From 01 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020**

- (a) R43.43 for each period of absence within the borders of the Republic of South Africa



(b) R37.52 for each of the three daily meal intervals during such absence. Total R112.57
<b>Subsistence Allowance: Period: From 01 March 2020 until 28 February 2021</b>
(a) R46.69 for each period of absence within the borders of the Republic of South Africa
(b) R40.34 for each of the three daily meal intervals during such absence. Total R121.01
<b>Subsistence Allowance: Period: From 1 March 2021 until 28 February 2022</b>
(a) R50.19 for each period of absence within the borders of the Republic of South Africa
(b) R43.36 for each of the three daily meal intervals during such absence. Total R130.09

#### Clause 4 (b) Cross Border Allowance

The Cross Border allowance payable in terms of clause 36B of the Main Agreement, must be paid as per the schedule hereunder:

<b>Cross Border Allowance: Period: From 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020</b>
(a) R78.33 for each period of absence outside the borders of the Republic of South Africa
(b) R48.39 for each of the three daily meal intervals during such absence. Total R145.17
<b>Cross Border Allowance: Period: From 1 March 2020 until 28 February 2021</b>
(a) R117.50 for each period of absence within the borders of the Republic of South Africa
(b) R72.59 for each of the three daily meal intervals during such absence. Total R217.76
<b>Cross Border Allowance: Period: From 1 March 2021 until 28 February 2022</b>
(a) R126.31 for each period of absence outside the borders of the Republic of South Africa
(b) R78.03 for each of the three daily meal intervals during such absence. Total R234.09

- **Substitute Clause 6 as follows:**

#### Clause 6 – Dangerous Goods Driver Limitation of Hours Allowance

The allowance that must be paid to Dangerous Goods Drivers in terms of clause 60 of the Main Collective Agreement is:

- (a) R98.34 if the client restricts the driver's hours of work to 12 hours or less. This amount to be increased as follows:
- (i) Year 1: (From 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020)  
R106.20
  - (ii) Year 2: (From 1 March 2020 until 28 February 2021)  
R114.16
  - (iii) Year 3: (From 1 March 2021 until 28 February 2022)  
R122.72
- (b) R63.22 if the client restricts the driver's hours of work to 13 hours or less, but not less than 12. This amount to be increased as follows:
- (i) Year 1: (From 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020)  
R68.27
  - (ii) Year 2: (From 1 March 2020 until 28 February 2021)  
R73.39
  - (iii) Year 3: (From 1 March 2021 until 28 February 2022)  
R78.89
- (c) R35.13 if the client restricts the driver's hours of work to 14 hours or less, but not less than 13. This amount to be increased as follows:
- (i) Year 1: (From 1 March 2019 for employers and employees of the industry or date to be determined by the Minister but not earlier than 1 March 2019 until 29 February 2020)  
R37.94
  - (ii) Year 2: (From 1 March 2020 until 28 February 2021)  
R40.78
  - (iii) Year 3: (From 1 March 2021 until 28 February 2022)  
R43.83

- **Substitute Clause 7 as follows:**

**Clause 7 – Dual Driver Subsistence**

- (1) The dual driver subsistence shall be as follows:

- (i) Year 1: (From 1 March 2019 for parties and non-parties from date as determined by the Minister but not earlier than 1 March 2019 until 29 February 2020)

R190.00 per day (3 meal allowances of R23.48 each and base portion of R120.00 per shift) subject to Clause 67A of this agreement.

- (ii) Year 2: (From 1 March 2020 until 28 February 2021)

R204.00 per day (3 meal allowances of R25.83 each and base portion of R126.51 per shift) subject to Clause 67A of this agreement.

- (iii) Year 3: (From 1 March 2021 until 28 February 2022)

R218.00 per day (3 meal allowances of R27.89 each and base portion of R134.33 per shift). subject to Clause 67A of this agreement.

- (2) A driver who does not qualify for the standard subsistence allowance as per clause 36A of the Main Collective Agreement, will receive the difference between the Dual Driver Subsistence Allowance and the standard subsistence allowance as specified in clause 36A of the Main Collective Agreement.

- **Substitute Clause 10, sub-clause 2 as follows:**

The non-payment of provident/pension fund contributions deducted by employers is a criminal offence in terms of the Financial Sector Regulation Act, 09 of 2017

## **SCHEDULE 6: PRESCRIBED FORMS**

### **Delete 4 (Annexure A4) and 5 (Annexure A5)**

Signed at Johannesburg, for and on behalf of the parties to the Council, this 3<sup>rd</sup> day of December 2018



PRW Meier  
Chairperson of the  
Council



TA Ramakgolo  
Deputy Chairperson  
of the Council



CM Ndlovu  
National Secretary  
of the Council

For office use only	
Levy No.	
Magisterial No.	
Province	
Chamber Code	



A.1  
Ver. 06/11

**ANNEXURE A.1  
STATEMENT REGISTRATION WITH THE NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY**

Private Bag X69, BRAAMFONTEIN, 2017  
Tel. No.: (011) 703-7000 / Fax No.: (011) 339-1380  
Website: [www.nbcfri.org.za](http://www.nbcfri.org.za)

Trade name					
Name of company/trust					
Company registration no.		Fax no.	( )		
Vat registration no.		Tel. no.	( )		
Banking Details		Contact person			
Bank		Account no.			
Branch		Type			
Account holders name					
E-mail					
Postal address				Code	
Physical address of establishment					
Magisterial district		Province			
Full name(s)/partner/trustees/directors/members					Residential address
1.		Id. no.		Tel. no.	
				Cell no.	
2.		Id. no.		Tel. no.	
				Cell no.	
3.		Id. no.		Tel. no.	
				Cell no.	
4.		Id. no.		Tel. no.	
				Cell no.	

PARTICULARS OF OWN PENSION/PROVIDENT FUND (IF APPLICABLE)					
Name of fund					
Name of fund administrators		Tel/Fax			
Date of inception		Registration no. of fund			
S.A.R.S. registration no. of fund					
Waiting period if any before employee may join the fund					
Contribution rate employer <input type="text"/> %		Contribution rate employees <input type="text"/> %			
Registration no. of vehicles used		Gross vehicle mass			
Surname & initials of employees	I.d. no's	Date engaged	Category code	Weekly / monthly wage	Trade Union membership
Business commenced on					<b>OFFICE USE</b>
I hereby certify the above information to be correct			1. Date of first contact 2. First Return-Month 3. Provident Fund 4. Employer Classification		
Signature of employer				Date	

# Certificate of Registration

ISSUED BY THE

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY

Reg. No. ....

## *This is to Certify*

That the undermentioned Person/Firm is duly registered as an Employer with the Road Freight and Logistics  
Bargaining Council in the Magisterial District of .....

Trading in the Name of .....

Name of Company / Firm .....

Full Name / s of Proprietor, Partners, Directors or Members:

1. ....

2. ....

3. ....

4. ....

Date of Commencement of Business .....

Business Address .....

.....

.....

ISSUED at JOHANNESBURG this ..... day of ..... 20 .....

..... NATIONAL SECRETARY  
NOTE:

(This certificate merely confirms that the  
holder is registered with the Council as an  
Employer and does not indicate any degree of  
Competency or Capability).

31 De Korte Street  
Braamfontein  
JOHANNESBURG

NB: In the event of sequestration, winding up, abandonment of business, transfer, commencement of additional business or change in the type of business, address, ownership or management, such change must be notified to the Council within 30 days, in writing.

WHEN AN EMPLOYER CEASES TRANSPORT OPERATIONS, THIS CERTIFICATE MUST BE RETURNED TO THE COUNCIL,  
PRIVATE BAG X69, BRAAMFONTEIN, 2017 TEL: (011) 703-7000 / FAX: (011) 339-1380



**A.3**  
**Ver. 06/11**

**ANNEXURE A.3**  
**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY**

Private Bag X69  
 Braamfontein  
 Tel. No.: (011) 703-7000 / Fax No.: (011) 339-1380  
 E-mail: [payouts@nbcfrfi.co.za](mailto:payouts@nbcfrfi.co.za)  
 Website: [www.nbcfrfi.org.za](http://www.nbcfrfi.org.za)

31 De Korte Street  
 Braamfontein  
 Johannesburg, 2001

**CERTIFICATE OF SERVICE**

Date ...../...../.....

Employer's name .....

Business name .....

Business address .....

Telephone no. ....

Employee's name .....

Employee's address .....

Identity no./Ref. no. .... U.I.F. serial no. ....

Date service commenced .....

Date service terminated .....

❖ Reasons for termination of services ☐

Previous employer .....

.....  
 Employer's Signature

❖ Insert numerals only of relevant headings, viz. 1. Resignation 2. Reduction of staff 3. Other





**ANNEXURE A.6  
NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY  
ANNUAL PAYMENT VOUCHER**

31 De Korte Street  
Braamfontein, Johannesburg  
Online: [www.nbcrfionline.org.za](http://www.nbcrfionline.org.za)  
Website: [www.nbcrfi.org.za](http://www.nbcrfi.org.za)

Private Bag X69  
Braamfontein  
Tel.: (011) 703-7000  
Fax: (011) 339-1380

1. For Council records <input type="checkbox"/>	or	Employee's payment voucher <input type="checkbox"/>	Mark appropriate block "x"
---	----	---	----------------------------

2. Full Names and Surname of employee .....

3. Identity No. ....

4. Computer No.

5. Clock No. ....

6. Occupation .....

	Total Days Accrued
7. State month during which leave is usually due / will be due .....	
8. I / We certify that the abovementioned employee is still in my / our service and qualifies for annual leave which has been granted for the period  ..... to .....	

9. To be paid directly into bank account in employee's **own name**, please supply details:

Bank Name

Type of Account

Current

☐ 1

Savings

☐ 2

Transmission

☐ 3

Branch Name

Branch Code

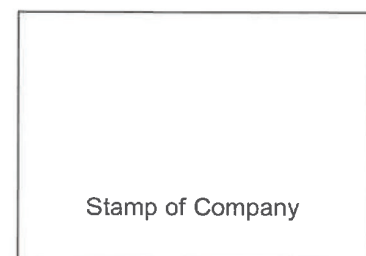
Account No.

I / We certify that the above mentioned details are true and correct.

Date .....

Place .....

.....  
Signature of employer or duly  
authorised representative







**ANNEXURE A.7**  
**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY**

Private Bag X69, Braamfontein, 2017, Tel. (011) 703-7000 / Fax. (011) 339-1380

E-Mail: [payouts@nbcffi.co.za](mailto:payouts@nbcffi.co.za)

Website: [www.nbcffi.org.za](http://www.nbcffi.org.za)

**NOTICE OF TERMINATION OF EMPLOYMENT**

(In terms of clause 40 of the Agreement)

Employer .....

Address .....

I hereby tender ..... week's notice to terminate my / your employment on .....

Date .....

.....  
Signature

Full names of employee .....

Identity no. ....

.....  
Signature of recipient

Original to be forwarded to the National Secretary of the Bargaining Council, Private Bag X69, Braamfontein, 2017, within 24 hours. Duplicate to be kept by employer.



A.8  
Ver. 06/11

**ANNEXURE A.8  
NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY  
APPLICATION FOR SICK LEAVE BENEFIT**

31 De Korte Street  
Braamfontein, Johannesburg, 2001  
Tel. No. (011) 703-7000 / Fax No. (011) 339-1380

Private Bag X69  
Braamfontein, 2017  
E-mail: [payouts@nbcfrli.co.za](mailto:payouts@nbcfrli.co.za)  
Website: [www.nbcfrli.org.za](http://www.nbcfrli.org.za)

1. Full names of employee ..... 2. Identity No. ....
3. Clock No. .... 4. Computer No. ....
5. Period of absence from work ..... to ..... Inclusive
6. Period of absence by doctor as per sick note ..... to ..... Inclusive
7. Did injury occur on duty? Yes ☐  
No ☐

If to be paid directly into bank account in employee's **own name**, please supply details:

Bank Name	<input type="text"/>		
Type of Account	Current <input type="checkbox"/>	Savings <input type="checkbox"/>	Transmission <input type="checkbox"/>
Branch Name	<input type="text"/>		
Branch Code	<input type="text"/>	Account No.	<input type="text"/>

I / We certify that the above mentioned details are true and correct.

Date .....

Place .....

Signature .....

**N.B**

Original doctor's note **must** be attached to this application.

Stamp of Company

## DEPARTMENT OF LABOUR

NO. 427

15 MARCH 2019

## LABOUR RELATIONS ACT, 1995

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

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, with the exclusion of clause 2 thereof which was concluded in the **Bargaining Council for the Furniture Manufacturing Industry KwaZulu Natal**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that industry with effect from the Second Monday after publication of this Notice and for the period ending 30 June 2021 .



**MN OLIPHANT, MP**  
**MINISTER OF LABOUR**

DATE: 20/03/2019

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING  
INDUSTRY KWAZULU NATAL: UKWELULWA KWESIVUMELWANO  
ESIYINGQIKITHI SABAQASHI NABASEBENZI SELULELWA KULABO  
ABANGEYONA INGXYENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano WezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, kukhishwa Imishwana 2 esenziwa kwi **Bargaining Council for the Furniture Manufacturing Industry KwaZulu Natal**, futhi ngokwesigaba-31 soMthetho Wezobudlelwano KwezabaSebenzi ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 30 kuNhlanguvana 2021.



**MN OLIPHANT, MP**  
**UNGQONGQOSHE WEZABASEBENZI**

USUKU: 20/03/2019

**SCHEDULE****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING  
INDUSTRY, KWAZULU-NATAL****MAIN COLLECTIVE AGREEMENT**

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

**KwaZulu-Natal Furniture Manufacturers' Association and  
Allied Business 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 unions") of the other part, being  
the parties to the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-  
Natal.

**INDEX****PART 1**

1. SCOPE OF APPLICATION
2. PERIOD OF OPERATION OF AGREEMENT
3. DEFINITIONS
4. PIECE WORK
5. INCENTIVE SCHEME
6. OUTWORK
7. ORDINARY HOURS OF WORK
8. LIMITATION OF OVERTIME
9. SHORT TIME
10. WAGE

11. PAYMENT OF WAGES
12. PAYMENT FOR OVERTIME AND WORK ON PAID PUBLIC HOLIDAYS
13. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED
14. HOLIDAYS AND HOLIDAY FUND
15. HOLIDAY FUND
16. EXPIRY OF COLLECTIVE AGREEMENT
17. PROVISION OF TOOLS
18. EXEMPTIONS
19. REGISTRATION OF EMPLOYERS AND THEIR EMPLOYEES
20. EXHIBITION OF AGREEMENT
21. KEEPING OF RECORDS
22. ENFORCEMENT OF COLLECTIVE AGREEMENT
23. DISPUTES AND DISPUTES ABOUT THE INTERPRETATION OF THIS COLLECTIVE AGREEMENT
24. EMPLOYMENT OF MINORS
25. LEARNERS AND LEARNERSHIPS
26. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION
27. ABATEMENT OF WAGES
28. TERMINATION OF CONTRACT OF EMPLOYMENT
29. DISCIPLINARY AND GRIEVANCE CODES AND PROCEDURES
30. SICK LEAVE
31. SHOP STEWARDS LEAVE
32. MATERNITY LEAVE
33. FAMILY RESPONSIBILITY LEAVE
34. NORMAL RETIREMENT AGE
35. TWO TIER BARGAINING
36. TRADE UNION SUBSCRIPTIONS
37. MEMBERSHIP SUBSCRIPTIONS - KZN FMA :
38. EXPENSES OF THE COUNCIL
39. ADMINISTRATION OF AGREEMENT
40. ULTRA VIRES

## PART 2

ANNEXURE A

ANNEXURE B

ANNEXURE C

**PART 1****1. SCOPE OF APPLICATION**

1. The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, as defined hereunder, in KwaZulu-Natal in the Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Municipal Area of KwaDukuza also referred to as Ilembe or Lower Tugela, Pietermaritzburg, Pinetown, Mount Currie and the Municipal Area of Mandini also referred to as Isithebe.

**"Furniture Manufacturing Industry":** means without in any way limiting the ordinary meaning of the expression, the manufacture of furniture either in whole or in part of all types of furniture irrespective of the materials used and shall include the following:

**(a) Furniture:**

Assembling of all items and / or components of furniture, repairing, spraying, polishing, re-polishing, wood machining, veneering, woodturning, carving, painting, staining, wood bending and laminating, the making of and / or repairing of frames, loose covers and / or cushions. Furniture manufacturing shall also include hotel, tea room or restaurant furniture, office, church, school, bar and theatre furniture, cabinets for musical instruments and radio cabinets. The veneering, laminating, papering and / or wrap of all types of doors, large or small, including the manufacturing of all items or components, whether or not such items are intended to be free standing, built in and / or affixed to a building as listed in (i) to (vii) below :

- (i) dressers, cupboards, units for the housing of sinks and appliances, grocery cupboards, shelves, pigeon holes, worktops, tables, chairs, benches and pelmets ;
- (ii) multi purpose cabinets which can be used either singly or in combination with each other for various purposes, including kitchen dressers, kitchen cupboards and fittings including cupboards and / or cabinets in any other part of a building ;
- (iii) headboards and pedestals for beds, wardrobes and wall units ;
- (iv) other cabinets and cupboards, benches, tables, chairs, benches for laboratories, shops, offices or banks ;



- (v) counters, shelves and cupboards for use in bars, hotels, shops, offices or banks.
- (vi) the assembly of and fitting in any building of any type of furniture ;
- (vii) the repairing or remedying in any building of any type of furniture ;

**(b) Bedding :**

The manufacture and / or processes involved in the manufacture of bedding, including all types of mattresses, spring mattresses, overlays, pillows, bolsters, spring units, bed spring unit mattresses and studio couches, which is designed for seating and / or conversion into a bed and of which the frame is constructed mainly of metal and the seating and / or sleeping surface consists of a mattress and / or cushion.

**(c) Upholstery :**

The upholstering and / or re-upholstering of all types of furniture, or item of furniture, bedding, pelmets and mattress bases.

**(d) Curtain Making :**

The making, altering, repairing and / or fitting of curtains, rails, rods and pelmets.

**(e) Cane Furniture :**

The manufacturing of furniture made principally of wicker, cane and / or grass.

**(f) Ancillary Items :**

The manufacture in a factory, building and / or elsewhere in conjunction with items specified under (a) to (e) products of which wood constitutes the main component, which shall include plywood, veneer boards, chip board, laminated board, block board and / or any similar product for use in ;

- (i). the erection, completion, renovation, repair, maintenance or alteration of permanent finish of buildings or structures, including but not limited to



mouldings, skirting boards, panelling, shelving, banisters, partitioning and shall include doors and door frames, windows and window frames.

- (g) Manufacturing of metal furniture, metal bedsteads and furniture manufactured wholly from plastic materials, shall be excluded.

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

- (a) only apply in respect of employees for whom minimum wages are prescribed in this Agreement and employers of such employees;
- (b) apply to learners in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998, or any contracts entered into or any conditions fixed thereunder;
- (c) not apply to professional, technical, administrative, sales and office staff: Provided that such employees are in receipt of regular remuneration in excess of the maximum rate prescribed in Annexure A of this Agreement, plus R35.00 ;
- (d) not apply to managers, sub-managers, foremen and supervisory staff if such employees are in receipt of regular remuneration of not less than R132,870.44 per annum or, R156,312.93 per annum where the employer of such employee does not provide or maintain a registered retirement fund and a registered medical aid fund. These limits shall be increased from year to year by the same percentages as the increases granted to employees earning the highest rate set out in Annexure A of this Agreement;

- (3) Notwithstanding the provisions of sub-clauses (1) and (2), employers who carry on not more than one business within the scope of application of Part 2 Annexure A of this Agreement and who employs less than five employees at all times in or in connection such business, shall be entitled to the following phasing-in concessions: Provided that their employees consent to it, in writing in the prescribed form:

**Phase One** : First two years from Commencement.

During this period, the employer shall comply with the NMW in terms of Wages. The employer shall be exempt from all the other provisions as contained under Annexure A, except for the provisions of Clause 6 under Part 2 of Annexure A, provided that :



Any pro-rata holiday pay benefits accrued by employees during the first two years from commencement, must be paid by the employer in terms of the Basic Conditions of Employment Act, 1997 as amended, when due.

**Phase Two** : Third year from Commencement.

During this period, employees must be remunerated as per the NMW applicable, provided that the employer complies with the following:

Any pro-rata holiday pay benefits accrued by employees during the third year of commencement, must be paid by the employer in terms of the Basic Conditions of Employment Act 1997 as amended when due, including compliance under Part 2 of Annexure A.

**Phase Three** : Fourth year from Commencement.

During this period, employees must be remunerated as per the NMW applicable, provided that the employer complies with Clause 6, Part 2 of Annexure A.

In addition, the following contributions shall come into effect :

Clause 15 – Holidays and Holiday Fund read with Part 2 Schedule A Clause 5 Holiday Fund.

**Phase Four** : Fifth year from Commencement.

During this period, employees must be remunerated as per the NMW applicable, provided that the employer complies with the following :

- (a) Clause 15 Holidays and Holiday Fund, read with Part 2 Schedule A, Clause 6 Holiday Fund.
- (b) Provident Fund and Mortality Benefit contributions as prescribed under that Collective Agreement as amended and extended from time to time.

**Phase Five** : Sixth year onwards.



All provisions of the Main Collective, Provident Fund and Mortality Benefit Association Collective Agreements which includes Part 2 Annexure A as amended and extended from time to time shall apply.

The provisions of Sub-Clause (3) above shall not apply where an employer has more than four employees in his employ at the date of coming into operation of this Agreement, and subsequently reduces this number of employees to fewer than five.

**5. New Employees :**

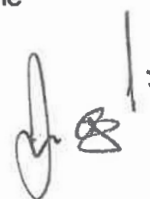
Phasing In Provision: For new employees in existing establishments other than those as identified under Sub-clause 1(3) excluding employees falling within the Scope of Annexures B and C.

A two year phasing in provision for new employees shall apply after coming into operation of this Agreement in relation to employers and employees falling under the Scope of Part 2 Schedule A, as follows :

- (a) Provident Fund - exempted.
- (b) Leave pay to be paid for 16 days only, directly to the employee.
- (c) Mortality Fund contributions of 0.50 cents per employer and 0.50 cents per employee per week to be paid monthly towards the Mortality Benefit Association as per Chapter III of the Natal Furniture Workers' Mortality Benefit Association as it appears in Government Gazette No. 34463 dated 22 July 2011, published under Regulation No. R 589 read with correction notice under Gazette No 34511, Regulation No. 642 dated 12 August 2011, including any successor thereof,
- (d) Full compliance with the provisions towards the Holiday Fund, Provident Fund and Natal Furniture Workers' Sick Benefit Society Collective Agreements, from the third year onwards.

**2. PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall be binding on the Parties to this Agreement as from 01 July 2018 and shall come into operation in respect of non-parties on such date as the Minister of Labour extends the Agreement to non-parties and shall remain in force ending 30 June 2021.



### 3. DEFINITIONS

Any expressions used in this Agreement that are defined in the Labour Relations Act, 1995, shall have the same meaning as in the Act, and any reference to an Act shall include any amendments to such Act ; further, unless inconsistent with the context –

**“Act”** means the Labour Relations Act, 1995 (Act No. 66 of 1995) as amended ;

**“administrative staff”** means administrative and office employees not directly involved in the manufacturing or processing operations ;

**“ancillary items”** means supplementary, supporting or additional to ;

**“assembler”** means a person that assembles furniture either in whole or in part ;

**“BCEA”** means the Basic Conditions of Employment Act.

**“caretaker”** or **“watchman”** means an employee who is engaged in guarding premises or other property and/or goods ;

**“casual”** means an employee engaged for periods of less than 30 hours in any one week, for the purpose of loading and unloading vehicles, stacking timber and cleaning premises only - Wage R75.00 per day ; In the event that the NMW is applicable, an employee employed under this provision shall be paid R20.00 per hour worked.

**“casual driver”** means a driver of a motor vehicle who is employed by the same employer on not more than two days in any one week ;

**“chargehand”** means a weekly paid employee who is in charge of the employees in a section or department of an establishment in which he is productively employed, who exercises control over such employees and who is responsible to management, under the general supervision of management, for the efficient performance by such employees of their duties ;

**“commencement”** means the date that an employer commenced business within the Industry ;

**“Council”** means the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal, registered or deemed to have been registered in terms of section 29 of the Act ;

**“CPI”** means the Consumer Price Index.

**“despatch clerk”** means an employee who is responsible for receiving goods from a store or from departments for despatch, and who may supervise the packing and/or assembling of such goods, the checking of packages and the mass measuring or addressing thereof ;

**“driver”** means an employee who is engaged in driving a motor vehicle, which shall include other duties in relation to the vehicle, its load and relevant documentation.



**“emergency services”** means any work, which owing to causes such as fire, storm, accident, act of violence or theft, must be done without delay and any work necessary for the transportation of machinery to prevent any serious dislocation in any trade or transportation for the purpose of national defence or police services ;

**“establishment”** means any premises where the Furniture Manufacturing Industry is carried on and includes any premises where a person is employed in any of the classes of work specified in this Agreement ;

**“foreman”** and/or **“manager”** and/or **“sub-manager”** and/or **“supervisory person”** means an employee who is employed in a supervisory capacity and who, in the execution of his duties, which shall be related directly to the Furniture Manufacturing Industry –

- (a) manages an establishment or a department or sub-division thereof as his primary duty ; and/or
- (b) customarily and regularly directs the work of other employees ; and/or
  - (i) has the authority to engage or dismiss employees, or make suggestions as to same, or as to promotions or demotions ; and/or
  - (ii) customarily and/or regularly exercises the discretionary powers ; and
  - (iii) is paid a wage of not less than that prescribed for the highest-paid employee in this Agreement, of Annexure A, whether weekly or monthly ; and
  - (iv) is paid in full, whether or not he completed the number of hours of work prescribed in this Agreement.

but excludes employees who are engaged in costing, designing, buying, planning, organising and/or controlling the duties of foremen and / or supervisors : Provided that in the absence of a foreman and/or supervisor, the employee referred to above shall be regarded to be the foreman or supervisor ;

**“hourly rate”** means, in the case of an employee other than a casual employee, his actual weekly wage, divided by 44 or such lesser number of hours ordinarily worked by the establishment ;

**“hours of work - drivers”** includes all periods of driving and any time spent by the driver on other work connected with the motor vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to work when required ;

**“learner”** means an employee serving under a written contract of learnership entered into under the provisions of the Skills Development Act, 1998 (Act No. 97 of 1998) ;

**“machine feeder”** means a person that feeds materials into a pre-set machine repetitively, which includes all kinds of presses ;

**“motor vehicle”** means a conveyance used for the transportation of goods and which is propelled by other than human or animal power ;

**“normal retirement age”** means the age of 65 years.

**“NMW”** means the National Minimum Wage.

**“office employee”** means an employee employed on clerical work ;

**“packer”** means an employee, who is engaged in packing goods for transport or delivery

**“payload”** means the net carrying capacity of the net load that a vehicle may carry or haul in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by any authority empowered by law to issue licences or certificates in respect of such vehicle ;

**“piece work”** means any system according to which an employee's wage is based solely on quantity or output of work done ;

**“registered medical practitioner”** means medical practitioners and dentists registered with the Health Professions Council of South Africa which shall include an intern in medicine and dental, a medical and dental practitioner in the Public Service or private practice, family physicians in an independent practice or against the name of the practitioner, specialists in medical or dental.

**“remuneration”** means any payment in money made or owing to any person and which arises in any manner whatsoever out of employment ;

**“sandpaperer”** means a person who sandpapers by hand or with a block ;

**“SETA”** means Sector Education and Training Authority.

**“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 general breakdown of plant or machinery caused by accident or other unforeseen emergency ;

**“storeman”** means an employee who is in charge of stores, materials or finished products and who is responsible for receiving, checking, unpacking and storing goods and the maintenance of records concerning same ;

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

**“valid medical certificate”** means a certificate endorsed by a registered medical practitioner.

**“wage”** means that part of the remuneration payable in money to an employee in respect of his ordinary hours of work referred to in clause 7, or where an employer regularly pays

an employee in respect of his ordinary hours of work an amount higher than that so prescribed, it means such higher amount ;

**“weekly employee”** means an employee who is employed by the week.

**“working partner, director or member”** means a person who himself performs any of the classes of work referred to in Schedule A and who is directly involved in the manufacturing of Furniture at all times.

#### 4. PIECE WORK

- (1) No employer shall require or allow any person to work piece work, except as provided in clause 6 of this part of the Agreement.

#### 5. INCENTIVE SCHEME

- (1) Any employer may introduce an incentive scheme based on quantity or output done: Provided that ;
- (a) consultation with the employees or their representative has taken place ;
  - (b) the terms and conditions of the scheme be agreed upon ;
  - (c) the agreement be in writing and signed by the parties ;
  - (d) a copy of the agreement be lodged with the Secretary of the Council.
- (2) An agreement concluded under sub-clause (1) shall not permit an employer to pay an employee less than the amount he would be entitled to in terms of this Agreement.
- (3) The provisions of this clause shall not apply to learners.

#### 6. OUTWORK

- (1) No employer shall require or allow any of his employees to undertake work in connection with the Furniture Manufacturing Industry elsewhere other than his establishment, except when such work is in completion of an order placed with such employer and consists of fitting, assembling, repairing or polishing furniture on premises owned or occupied by the person for whom the work is undertaken.
- (2) No employee employed in the Furniture Manufacturing Industry, shall solicit, undertake or perform any work specified in this Agreement on his own account, whether for remuneration or not.
- (3) No employer or employee shall undertake to give out any work in connection with the Furniture Manufacturing Industry, except such outwork as is provided for in sub-clause (1) hereof, on any premises other than those registered under the Occupational Health and

Safety Act, 85 of 1993 as amended, or in workrooms registered with the Council and used solely for work in the Furniture Manufacturing Industry.

## 7. ORDINARY HOURS OF WORK

- (1) Save if otherwise provided in this Agreement, no employer shall require or permit an employee to work for more than;
- (a) 44 ordinary hours per week, excluding;
    - (i) meal intervals ; and
    - (ii) employees exclusively employed in the delivery of goods or messages.
  - (b). The daily ordinary hours of work shall be –
    - (i) Establishments working a five day week;
      - Monday to Friday eight hours 48 minutes per day;
    - (ii) Establishments working a six day week;
      - eight hours a day, Monday to Friday ;
      - four hours on Saturday.
  - (c) Subject to sub-clause 7(3) below all hours of work by a driver on any one day shall be consecutive.
- (2) **Meal Intervals**
- (a) An employer must give an employee who works continuously for more than five hours a meal interval of no less than 30 minutes.
  - (b) A meal interval need not be given to an employee who works fewer than six hours in any one day.
- (3) **Morning and Afternoon Intervals**
- Every employee shall be given an interval of 10 minutes in the morning and afternoon and a further 10 minutes when working overtime in excess of one hour, which shall be regarded as time worked.
- (4) **Caretakers / Watchmen**
- (a) The provisions of clause 6 shall not apply to a caretaker or a watchman whose employer grants him a day of 24 consecutive hours off in respect of every week of employment: Provided that;
    - (i) no deduction from the caretaker / watchman shall be made in respect of the time off ;



- (ii) the employer may, in lieu of such day off, pay such caretaker or watchman the wage he would have received if he had worked on such day of not less than double his daily wage in respect of such day not granted.

(5) Every employer shall display in his establishment in an accessible place a notice, the starting and finishing time of work each day of the week, including the meal intervals in the morning and afternoon.

(6) **Shift Work**

The following shall apply to shift work:

- (a) A normal shift shall be eight hours and 48 minutes per day or 44 hours per week.
- (b) At least six hours shall elapse between successive shifts of an employee;
- (c) An employee shall be paid a 15% allowance calculated at the normal rate of pay for every hour or part of hour worked, irrespective whether such shift is a second shift, or night shift and the commencing time thereof.
- (d) In the event that a major part of a shift is worked on a paid public holiday, such shift shall be regarded as being worked on a paid public holiday.
- (e) In the event that a lesser part of a shift is worked on such day as contemplated in sub-clause 6(d) above, such shift shall be regarded as being worked on a normal week day.
- (f) Time worked by an employee after the completion of his normal shift shall be overtime and be remunerated accordingly.
- (g) A separate return in the form specified by the Council from time to time, shall be submitted by the employer, in respect of each shift worked.

(7) **Drivers and Vehicle Crew**

- (1) The ordinary hours of work for drivers and crew shall not exceed 44 hour in one week.
- (2) The daily ordinary hours of work shall be as prescribed under clause 7(1)(b).
- (3) Regular daily shift commencement times shall be fixed and regulated by individual employers: Provided that no employer shall change any regular shift commencement time of –
  - (i) vehicle crew employees, unless the employer has served the employees so affected with at least 12 hours' prior verbal notice of such change ;
  - (ii) non-vehicle crew employees who have been in the employ of an employer on the same shift configuration for 26 weeks or longer unless the employer

has notified and consulted with the employees, or their representatives, on any changes at least seven days in advance.

- (4) Subject to the meal intervals as prescribed in clause 7(2), all hours worked on any day shall be consecutive and be regarded as one completed shift.
- (5) In the event that a major part of a shift is worked on a Saturday, Sunday or paid public holiday, such shift shall be regarded as being worked on such day.
- (6) An employer may change the working week commencement time and date of an employee by giving at least one' week written notice of such change.
- (7) Rest Intervals
  - (a) An employer shall not require or permit an employee to work so that he has less than nine consecutive hours of rest in any one period of 24 hours, calculated from the time the employee commences work on any day.
  - (b) An employer shall grant meal intervals as nearly as practicable, as prescribed under this Clause.

#### 8. LIMITATION OF OVERTIME

- (1) An employer may require an employee to work overtime for a period not exceeding fifteen (15) hours in any work week, payment for such overtime shall be guided by the BCEA, Act 75 of 1997, as amended from time to time.
- (2) 'For time worked in by agreement between an employer and his employees in lieu of normal working time that will be lost due to the closing of an establishment on the days referred to in (a), (b), (c) (d), and (e) hereunder, an employee shall be paid at his ordinary rate of pay provided that such time worked, shall be worked in two weeks prior to closure –
  - (a) the first two days of the Jewish New Year ;
  - (b) the Jewish day of Atonement ;
  - (c) the Friday after the Day of Reconciliation, whenever it falls on a Thursday;
  - (d) the religious holidays of Eid, Bakri and Diwali ;
  - (e) Heritage Day :

Provided that any time worked in excess of the normal hours worked in an establishment in lieu of the Religious Holidays mentioned under Clause 8 (2) (a), (b), (c), (d) and (e), such hours of work shall be paid at double the hourly rate of pay.

- (3) An employer shall not require or permit a driver and / or his crew to work overtime for more than :

- (a) 6 hours in any one day, except Saturdays : Provided that the maximum hours of work on any one day shall not exceed 15 hours including ordinary hours of work, overtime hours and meal intervals as prescribed in this Agreement ; or
- (b) 40 hours in any one week from Monday to Saturday, inclusive, subject to the proviso to Clause 7 Sub-Clause 1(a) and (b).

## 9. SHORT TIME

- (1). Twelve (12) hours' notice of short time shall be given to employees where there is :
  - (a) Slackness of trade.
  - (b) Shortage of material.
  - (c) General breakdown of plant or machinery.
  - (d) An accident or unforeseen emergencies that necessitate short time.
- (2). 1 hour notice when :
  - (a) as a result of major power failure outside of an establishment causing cessation of work.
  - (b) employees so affected shall be paid in respect of such day, an amount of no less than four hours' wages.
- (3). In the event that an employee reports for duty and he was not notified by his employer previously that his services would not be required on that day shall be paid an amount of no less than four hours' wages.
- (4). In the event that an employee has been placed on short time for any one period during any one pay week for a continuous period of twelve consecutive pay weeks, the employer shall offer such affected employees a retrenchment option having due regard for the requirements as per Section 189A of the Labour Relations Act 66 of 1995 as amended.
- 5. This clause shall not apply to learners.

## 10. WAGES

- (1) No employer shall pay and no employee shall accept wages lower than those prescribed in this Collective Agreement in line with the wage levels as indicated in this clause and the relevant Annexures.
- (2) Unskilled Employees - (Level 4)  
Work at this level is of a manual and / or repetitive nature. Minimum skill is required and limited discretion and limited judgement applies. The employee will work under direct supervision.

Nature of work performed.

All types of manual labour of a repetitive nature.

Some job titles.

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

(3) Semi Skilled Employees -(Level 3)

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

Employees work under direct supervision.

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

Nature of work performed.

- ◆ Setting up and / or operating continuous processing machines.
- ◆ Clerical staff e.g. storeman, dispatch clerk, etc.

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.

(4) Skilled Employees - (Level 2)

Employees at this level either have a recognized 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 have obtained a recognized artisan qualification.
- ◆ Technical staff who have obtained a recognized technical qualification equivalent to at least M + 3.

- ♦ Using computer to construct working drawings and production schedules.

(5) Chargehand - (Level 1) :

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

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

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

(6) Foreman / Supervisors - (Level 1) :

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.

## 11. PAYMENT OF WAGES

(1) All wages shall be paid :

- (a) weekly ;
- (b) in cash ; or
- (c) electronically ;
- (d) at least half an hour before closing time on Friday ; or
- (e) in the event that a Friday is a non-working day, the last working day preceding the Friday.

(2) All wages in cash shall be handed to employees as follows ;

- (a) sealed envelope, endorsed with :
  - name and address of the employer.
  - name of the employee.
  - designation of employee.
  - statement containing information regarding income and deductions, alternatively endorsed as per pro-forma below :

### WAGE ENVELOPE

Employer's name .....Benefit Fund No



Employee's name.....Clock Card No.....  
 Employee's I.D. No. ....  
 .....Occupation.....Week ending

**Rate**

	Hours	R	c	R	c
Ordinary time .....					
Overtime .....					
Subtotal .....					

**Add :**

Holiday Fund .....

Taxable gross amount .....

**Less deductions :**

Holiday Fund .....

Provident fund (if applicable) .....

Sick Benefit Society (if applicable) .....

Mortality Fund .....

PAYE .....

UIF .....

Bargaining Council levy .....

Trade Union subscriptions (if applicable) .....

Agency Fee .....

**Total deductions** .....

**Amount payable** .....

- (3) No deduction shall be made for ;
- (a) training ;
- (b) no charge for damage done to material ;
- (4) no deduction other than the following shall be made :
- (a) when an employee is absent from work on own accord or is on short time, a deduction proportionate to the period of his absence, calculated at his rate of pay ;
- (b) Deductions for :
- (i) sick Fund ;



- (ii) insurance ;
  - (iii) retirement Fund or other similar funds ;
  - (iv) council levy ;
  - (v) any amount when compelled by law ordinance or legal process to be made by the employer on behalf of the employee ;
  - (vi) Trade Union subscriptions ;
  - (vii) Short time.
- (5) Payment of emergency services performed by drivers, shall be in respect of each hour or part thereof in excess of the ordinary hours paid as follows:
- (a) In the case of a weekly employee, double the weekly wage divided by 44 ;
  - (b) In the case of a casual employee, double the daily wage divided by 9.
- (6) An employee who drives a vehicle to which there is attached one or more trailers, shall be paid in addition to his wages, no less than R2.00 per day for each trailer up to a maximum of R10.00 per week.
- (7) The provisions of Clause 7(3) shall apply to employees who drive motor vehicles :  
Provided that the wages payable to an employee other than a casual employee, in respect of any one day, shall be no less than one fifth of the weekly wage prescribed by this Agreement.
- (8) In addition to any other remuneration due, an employee shall be paid a subsistence allowance of R50 per night for any one period extending one or more nights excluding accommodation.
- (9) Every employer shall provide drivers of a motor vehicle, with a log book with duplicate folios for the use of each driver as practicable in the following form :

Name of Employer :

Name of Driver :

Type of vehicle :

Number of trailers :

Time started work :

Time finished work :

Number of ordinary hours worked :

Number of overtime hours worked :

Meal intervals :

Breakdowns, accidents / other delays :

Signature of driver :



Date :

- (10) Every driver shall hand a completed copy of the logbook referred to above to his employer within 24 hours of completion of the days' work.
- (11) The employer shall retain the completed records of the logbook for a period of three years.

## 12. PAYMENT FOR OVERTIME AND WORK ON PAID PUBLIC HOLIDAYS

- (1) All time worked in excess of the weekly or daily ordinary hours prescribed in clause 7 (1) and (2) of this Agreement shall be overtime.
- (2) Notwithstanding the provisions of sub-clause (1) above, where in any one week an employee absents himself on own accord from work, such ordinary hours not worked, may be deducted from;
  - (a) overtime worked during such week ; and
  - (b) shall be paid at the employees ordinary rate of pay.
- (3) The provisions of this clause shall not apply in the event that the employee is absent as follows :
  - (a) upon the instructions of the employer ;
  - (b) on account of illness, provided that the employee presents a medical certificate as proof of cause of absence ;
  - (c) during the religious holidays, Eid, Bakri and Diwali.
  - (d) an employee who is required to work overtime, shall subject to sub-clause (2), be paid :
    - (i) for any time worked after the ordinary finishing time, up to 10 hours during any pay week, at the rate of one and a half times the hourly rate ; and
    - (ii) An employee who feels aggrieved by the application of Clause (2) above, may appeal to the Council against the decision.

The Council shall after considering the reasons either confirm that decision or make such other decision, as in its opinion ought to have been given.
- (4) An employee who is required to work on any of the holidays as mentioned in Clause 14(1) shall be paid in addition to the wages due for each of these days at ;
  - (a) the normal wage rate as prescribed in this Agreement ; and
  - (b) shall be paid in terms of sub-clause (a) irrespective whether such holiday falls on a Saturday.



### **13. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED**

- (1) An employee who at the date of coming into operation of this Agreement receives a higher wage than prescribed, shall as long as he remains in the service of the same employer, engaged in the same class of work, receive a wage not lower than the wage he is receiving.
- (2) An employer shall grant an employee who earns a wage in terms of sub-clause (13)(1) to the increment as negotiated by the Parties.
- (3) An employee who immediately before his employment as a learner in terms of the Skills Development Act 97 of 1998, was in receipt of a higher wage than prescribed under Level 2 of Annexure A and B or C, shall continue to earn such higher wage with the same employer. Sub-clause 13(2) shall apply to learners regarding increments.

### **14. HOLIDAYS AND HOLIDAY FUND**

- (1) The following holidays shall be paid holidays irrespective of whether they may fall on a Saturday. When a holiday falls on a Sunday, the Monday following shall be a holiday : Payment shall be at the rate that the employee would have received had it been an ordinary working day.

In the event that an employee is required to work on any one of the under mentioned days, the provisions of Sub-Clause 12 (4) shall apply.

- (a) New Years' Day.
  - (b) Human Rights Day.
  - (c) Good Friday.
  - (d) Family Day.
  - (e) Freedom Day.
  - (f) Workers' Day.
  - (g) Youth Day.
  - (h) National Women's Day.
  - (i) Heritage Day.
  - (j) Day of Reconciliation.
  - (k) Christmas Day.
  - (l) Day of Goodwill.
- (2) If the services of an employee is terminated by his employer, seven days or less prior to the days referred to hereunder, the employee shall be paid for any of these days :
    - (a) Good Friday

- (b) Family Day
- (c) Day of Reconciliation
- (3) If the services of an employee is terminated by his employer seven days prior to the annual shut down as prescribed by sub-clause (4), the employee shall be paid for the following days :
  - (a) Christmas Day
  - (b) New Years' Day
- (4) All establishments shall close on the third working day before 25 December and re-open on the 17<sup>th</sup> working day following.
- (5) Employers may work the two days preceding 25 December, and may return up to three working days earlier : Provided that the employees agree to it and the leave period shall not be less than 14 working days.
- (6) Establishments wishing to close one week earlier than prescribed under sub-clause (4), may do so, provided that the Council and the employees are notified at least 30 days prior to such closure.
- (7) The Council shall advise all employers in writing of the last working day in each year as well as the first working day in the new year.

#### 15. HOLIDAY FUND

- (1) The Holiday Fund (the Fund) established in terms of clause 13 (3) of the Agreement for the Furniture Manufacturing Industry, Natal, published in Government Notice 1512 of 30 September 1960, is hereby continued.
- (2) Every employer shall pay to the Council in terms of every employee and every working partner, director, or member at a time and in the prescribed manner in respect of each week, Holiday Fund as specified in this clause and the relevant Annexures, excluding casual employees.

#### 16. EXPIRY OF COLLECTIVE AGREEMENT

- (1) In the event that this Agreement expires by :
  - (a) cessation or any other cause, the Holiday Fund shall continue to be administered by the Council until it is either :
    - (i) liquidated ; or
    - (ii) transferred to any other fund constituted for a purpose similar to that for which the original Fund was established ; or



- (iii) is continued in a subsequent collective agreement negotiable within a period of 12 months from the date of expiry of this Agreement.
- (2) Liquidation : In the case of liquidation of the Fund, any monies remaining to the credit of the Fund after payment of all claims, which includes administration and liquidation expenses, shall be paid into the general fund of the Council.
- (3) Dissolution of Council: In the event of dissolution or of ceasing to function during any period in which this Agreement is binding, the Holiday Fund shall continue to be administered by :
- (a) a Committee established consisting of the Chairperson and Vice-Chairperson of the Council, plus ;
- (b) two employer representatives and two Trade Union representatives.
- (4) Any vacancy occurring on the Committee may be filled by the Council from :
- (a) employers or employees from the Industry so as to ensure equality of the representatives on the Committee.
- (5) In the event that the Committee is unable to discharge its duties for whatever reason, which renders the Administration of the Holiday Fund impractical, the Council may appoint ;
- (a) a person who shall forthwith co-opt two more persons, one being ;
- (b) a member of the Fund or a paid official from the Trade Union and the other person being ;
- (c) a member of the employers' organisation or a paid official thereof.
- (6) The persons duly appointed shall be the Trustees in whom all the powers rights and duties of the Committee shall vest.
- (7) The Fund shall be liquidated upon expiry of the Agreement by the Committee or Trustees, as the case may be.
- (8) Trustees shall be paid from the Fund such reasonable fees as agreed upon between themselves and the Registrar of Labour Relations.
- (9) Upon liquidation of the Fund in terms of this Clause, the Committee, Liquidator or Trustees, as the case may be, shall –
- (a) proceed to invest all such monies on call ;
- (b) pay all creditors, administration and liquidators expenses ; and
- (c) determine the net value of the Fund and allocate the said monies to the employees' accounts as determined by this Clause ;
- (d) after final allocation in terms of sub-clause (9) (c) hereof, pay the amounts standing to the credit of each employees' account to such employee as if he had left the Industry.



- (10) Despite anything to the contrary contained within this Clause, should any benefit due and payable not be claimed within six months from the date upon which it became due and payable, the benefit shall be forfeited to the general fund of the Council : Provided that ;
- (a) the Council shall in the event of a claim being lodged within a period of 3 years, from the date upon which such benefit became due, within its absolute discretion make payment to :
- (i) beneficiaries of deceased employees out of the monies that have been forfeited in terms of this Clause.

#### 17. PROVISIONS OF TOOLS AND UNIFORMS

- (1) The following shall be provided by the employer :
- (a) Cabinet Maker's benches;
- (b) clamps ;
- (c) hand screws ;
- (d) gluepots ;
- (e) brushes ;
- (f) electrical tools.
- (2) The employer shall at his expense insure all cabinet makers tools in his employ that belong to the aforementioned; and
- (a) every cabinet maker shall submit an inventory of his tools if and when required by the employer for insurance purposes.

#### 18 EXEMPTIONS

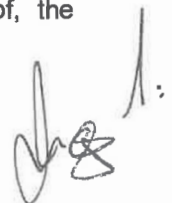
- 1 Any person bound by this Agreement may apply for exemption.
- 2 The authority of the Bargaining Council is to consider applications for exemptions and grant exemptions.
- 3 The *Bargaining Council* must determine its exemptions policy and process all exemptions applications in terms of this policy.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





- (f) The business strategy and plan of the applicant seeking the exemption;
- (g) The applicant's past record (if applicable) of compliance with the provisions of the Collective Agreement, and any exemptions certificates previously issued
- (h) The recorded views expressed by the trade union or workforce itself during the plant level consultation process; and
- (i) Any other relevant supporting data and financial information the *Council* may prescribe from time to time.
- (j) An exemption application in respect of a term or provision in a *Collective Agreement* concluded in the *Council* that applies throughout the *Industry* must be considered by an exemptions body appointed by the *Council*;

- 5 The Bargaining Council shall decide on an application for exemption within 30 days of receipt.
- 6 Upon receipt of an application by the Bargaining Council, it shall immediately refer the application to the exemptions body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- 7 An exemptions body appointed by the *Council* may request additional information from an applicant applying for exemption.
- 8 In scrutinising an application, the Exemptions Body or the Independent Body will consider the details of the application, the views expressed by the trade union or workforce, affected employers, any other representations received in relation to the application, and the factors and criteria as listed in clause 14 below.
9. The *Secretary* must advise the applicant in writing of the decision of the exemptions body within 15 days from the date of the decision.
10. In the event of the exemptions body granting, partially granting or refusing to grant an application, the applicant shall be informed of the reasons for the decision and have the right to appeal in writing on the appropriate appeal application form against the decision to the Independent Body, established by the Bargaining Council within 21 days from the date of being informed of the outcome.
11. In terms of section 32(3)(e) of the Act, the Bargaining Council must establish an Independent Body to hear and decide as soon as possible any appeal brought against the exemptions body's refusal of a non-party's application for exemption from the provisions of a collective agreement by the exemptions body or withdrawal of an exemption by the Bargaining Council.
12. The Independent Body shall hear and decide and inform the applicant and the *Bargaining Council* as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body.
13. No representative, office-bearer, or official of a trade union or employers' organisations party to the Bargaining Council, may be a member of, or participate in the deliberations of, the Independent Body established by the Bargaining Council.



14. When considering an application, the Exemptions Body or, the Independent Body whichever the case may be must consider, in addition to clause 8, the following :
- (a) Whether the granting of the exemption or appeal will prejudice the objectives of the *Bargaining Council* or contravene the provisions of any labour legislation or *Collective Agreements*;
  - (b) The circumstances prevailing in the Furniture *Industry* as a whole likely to be affected by the application and / or the interest of the industry regarding unfair competition, collective bargaining, potential for labour unrest and increased employment;
  - (c) The nature and size of the business in respect of which the application is made;
  - (d) Whether the duration of the exemption or appeal is for a limited or specified period;
  - (e) Any representations made by the employees likely to be affected by the application and interest of employee's as regard exploitation, job preservation, sound conditions of employment, possible financial benefits, health and safety of workers and infringement of basic rights;
  - (f) Whether the business strategy and plan presented by the applicant demonstrates that the granting of the exemption or appeal will make a material difference to the long-term viability of the business in respect of which the exemption or appeal is sought;
  - (g) Whether a refusal to grant an exemption or appeal will result in undue financial hardship to the applicant, financial instability, impact on productivity, future relationship with the employees' trade union and operational requirements;
  - (h) Whether the granting of the exemption or appeal will undermine collective bargaining and be likely to cause undue financial hardship to the employees affected ;
  - (i) Whether the granting of the exemption or appeal will impact negatively on parity agreements;
  - (j) Whether the granting of the exemption or appeal will impact negatively on local competitors who are complying with *Collective Agreements*; and
  - (k) Whether the employees or their representatives have been consulted and their views recorded, and / or any agreement reached between the applicant and the workforce.
  - (l) Any other relevant supporting data and financial information as prescribed by the Bargaining Council and supplied by the applicant.
15. In the event of the Independent Body granting, partially granting or refusing the grant the appeal, the applicant shall be informed in writing of the reasons for the decision within 21 days from the date of the decision.



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

#### 19. REGISTRATION OF EMPLOYERS AND EMPLOYEES

- (1) Every employer shall within one month from the date on which this Agreement comes into operation, who falls within the scope of this Agreement, if he has not done so pursuant to any previous Agreement and every employer entering the Industry after that date shall, within one month of commencement of operations, forward to the Secretary of the Council, in the prescribed manner, the following :
  - (a) Full registered and / or trading name of the business.
  - (b) Full particulars of the responsible persons, partners, members or directors.
  - (c) Physical address where the business is carried on, postal address and residential address of the persons referred to in (b).
  - (d) the trade or trades carried on by the business in the Industry.
  - (e) all particulars of employees who fall within the scope of this Agreement in the prescribed form as required by the Council from time to time.
- (2) No employer shall take into his employ, any employee, unless he has complied with sub-clause (e) above and is able to produce documentary proof that such employee is registered with the Council.
  - (a) This provision excludes casual employees as defined in this Agreement.



- (3) Each employer shall notify the Council within 14 days of any change to the details supplied under this Clause.
- (4) In the event that an employer has submitted a wage guarantee in terms of the former Main Collective Agreement, such guarantee shall remain in place and the Council shall be entitled to invoke the provisions of that Clause, to pay any amount that may be due to the Council by such employer in terms of wages and benefits as prescribed by this Collective Agreement administered by the Council.
- (5) Every employer who fall within the scope of this Agreement shall in addition, register with the Unemployment Insurance Commissioner as well as the Compensation Commissioner in respect of such requirements as may be legislated from time to time.

## **20. EXHIBITION OF AGREEMENT**

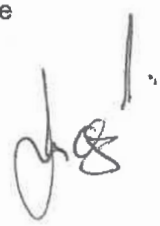
- (1) Every employer shall display in his establishment a copy of this Agreement, where it is readily accessible to all employees.

## **21. KEEPING OF RECORDS**

- (1) An Employer shall keep records in the form as set out in LRA Form 9.1 as published by Government Notice No. R.1737 of 01 November 1996, or alternatively in such form as prescribed by the Council.

## **22. ENFORCEMENT OF COLLECTIVE AGREEMENT**

- (1) Despite any other provisions of this Agreement, the Council may appoint one or more persons and may request the Minister of Labour to appoint such persons as designated agents in terms of Section 33 (1) of the Act to promote , monitor and enforce compliance with this Agreement.
- (2) In the event of non-compliance with this Agreement, a designated agent may secure compliance by –
  - (a) publicising the contents of this Agreement.
  - (b) investigate complaints.
  - (c) conduct inspections.
  - (d) issue a compliance order ; or
  - (e) adopt any other means the Council may have approved of ; and
  - (f) perform any other function which is conferred on or imposed on the agent by the Council.





- (3) In the event that non-compliance prevails after the issuance of a compliance order in terms of sub-clause 2 (d) above, the agent must :
  - (a) submit a report to the Secretary of the Council, specifying that compliance had not been achieved.
- (4) Upon receipt of such report, the Secretary of the Council shall –
  - (a) Appoint an arbitrator from the list of arbitrators supplied by the CCMA to arbitrate the matter ; or
  - (b) take such steps as deemed necessary to give effect to any agreement reached after the compliance order was issued in resolving the matter.
  - (c) An arbitrator appointed in terms of this Clause shall have all the powers assigned to an arbitrator as contemplated by the Act, including but not limited to the charges and penalties as further contemplated by Section 33A of the Act read with the applicable Regulations.
- (5) The Secretary shall make application to certify the arbitration award or settlement agreement, whichever applies, as order of the Labour Court.
- (6) A designated agent appointed under Section 33 (1) of the Act, shall in addition to the powers referred to in this Clause, have the powers as assigned to designated agents as set out in Schedule 10 and Section 142 of the Act, read with the changes required by the context.

## **23. DISPUTES AND DISPUTES ABOUT THE INTERPRETATION OF THIS AGREEMENT**

- (1) The Council shall be the body to perform dispute resolution services within the Industry -  
Provided that :
  - (a) The Council is accredited by the CCMA; and
  - (b) the persons appointed to execute the dispute resolution functions are competent to do so.
  - (c) The Council shall adopt the Rules of the CCMA in performing its dispute resolution functions.
- (2) Disputes about the Interpretation of this Collective Agreement :
  - (a) If there is a dispute about the interpretation of any provisions of this Agreement, any party to the dispute may refer the dispute to the Council.
  - (b) The referring party must satisfy the Council that a copy of the referral has been served on all other parties to the dispute.
  - (c) The Council must attempt to resolve the dispute through conciliation.



- (d) The Secretary of the Council may appoint a suitable person to conciliate the dispute from the list of Commissioners made available by the CCMA from time to time, or as otherwise agreed between the parties to the dispute.
- (e) In the event that the dispute remains unresolved, any party to the dispute may request the Secretary of the Council to appoint an arbitrator to arbitrate the dispute: -
  - (i) a similar procedure be followed as set out in sub-clause (d) above in respect of arbitration ; and
  - (ii) the rules of the CCMA shall apply to arbitrations under this section.

#### **24. EMPLOYMENT OF MINORS**

- (1) No person under the age of 15 years shall be employed in the Industry.

#### **25. LEARNERS AND LEARNERSHIPS**

- (1) No employer shall employ any employee as a learner unless a learnership agreement has been registered with the applicable SETA as contemplated by the Skills Development Act, 1998 as amended.

#### **26. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION**

- (1) An employee who is working during any one day on work for which a different wage rate applies, shall be paid for all the hours worked on such day at the higher wage rate prescribed for such work.

#### **27. ABATEMENT OF WAGES**

- (1) No employee shall, whilst in the employ of an employer, receive from such employer, anything, either in cash or in kind, which will in effect amount to an abatement of the remuneration that must be paid to such employee in terms of this Agreement.

#### **28. TERMINATION OF CONTRACT OF EMPLOYMENT**

- (1) When an employer contemplated dismissing one or more employees for reasons based on operational requirements, due regard shall be given to the provisions of Sections 189 and / or 189A of the Act.

- (2) Notice shall be given by the employer or an employee to terminate a contract of employment as set out below: Provided that this shall not affect the right of an employer or employee to terminate a contract of employment without notice for any cause recognised by law as sufficient.
- (a) Notice to be given of not less than :
- (i) one week if the employee has been employed for six months or less;
  - (ii) two weeks if the employee has been employed for more than six months, but not more than one year ;
  - (iii) four weeks if the employee has been employed for one year or more.
- (b) In the event that an employee having been dismissed based on operational requirements (i.e. retrenched), the following terms shall apply:
- (i) employees so affected shall receive first preference, should the positions that they previously occupied with the same employer, be available within a period of six months following the date of their dismissal.
  - (ii) upon re-employment as contemplated under sub-clause (b) (i) above, such employees shall not be paid less than the weekly rate of pay applicable as at the date of dismissal.
- (c) Employees being dismissed as provided for in terms of sub-clause (1) above, shall be paid a retrenchment allowance equal to one weeks' normal wages for every completed year of service.
- (d) Despite the provisions of sub-clause (a), (i), (ii) or (iii) above, in the event that a more favourable notice period is granted by the employer, the more beneficiary notice period shall apply.
- (e) An employer or employee may terminate the contract of employment without notice by:
- (i) paying the employee ; or
  - (ii) paying or forfeiting to the employer in lieu of notice, an amount not less than the wages the employee would have received in terms of sub-clause (a), (i), (ii), and (iii) above ;
  - (iii) for such longer period as agreed upon by the employer and employee.
- (f) Notice in terms of this Clause, shall not run concurrently with or shall not be given during –
- (i) The holiday period referred to under Clause 13 and
  - (ii) any period of illness not exceeding two weeks in any one year.

## 29. DISCIPLINARY AND GRIEVANCE CODES AND PROCEDURES



- (1) Employers and employees may negotiate and implement disciplinary and grievance codes and procedures at plant level.
- (2) Any changes to such disciplinary code and grievance procedure shall be by agreement between the employer and employees.
- (3) On conclusion of such disciplinary code and grievance procedure, the employer shall lodge a copy with the Council and the Trade Union.
- (4) The provisions of this clause shall in no way affect any requirements in terms of the Act.

### 30. SICK LEAVE

- (1) An employer shall grant an employee who is absent from work through incapacity, the following sick leave ;
  - (a) 10 working days' paid sick leave during any period of 12 consecutive months of employment : Provided that :-
  - (b) during the first 12 months of employment, an employee shall be entitled to 1 (one) day paid sick leave for every 26 days worked.
- (2) An employer may require the employee to produce a certificate signed by a registered medical practitioner stating the following :
  - (a) the nature of the illness ; and
  - (b) the duration of the employees incapacity.
- (3) In the event that an employee has, during any period of eight weeks received sick pay in terms of this Clause on two or more occasions without producing a medical certificate, his employer may during a period of eight weeks immediately succeeding the last payment, require him to produce a medical certificate in respect of absence from work.
- (4) If an employee is absent from work one day before and / or one day after a paid public holiday without producing a valid medical certificate signed by a medical practitioner, the employee shall not be entitled to payment of either the day before or after the paid public holiday, or both.
- (5) The same rule as in sub-clause (4) above shall apply read with the changes to the context, if an employee is absent without a valid medical certificate on either a Friday and / or a Monday.

### 31. SHOP STEWARDS LEAVE

- (1) Shop Stewards leave shall be for the following purposes :



- (a) Attending training courses ; or
  - (b) seminars ; or
  - (c) meetings and for meetings arranged by the trade union who is a party to this Agreement.
- (2) Shop stewards shall be entitled to :
- (a) eight days paid leave per annum, irrespective of whether he is a senior shop steward or not.
  - (b) shop stewards leave shall be calculated in each establishment as in sub-clause 2 (a) above, which leave shall be pooled and shop stewards shall be entitled to use the additional leave so pooled subject to the following :
    - (i) the leave cycle shall commence in January of each year ;
    - (ii) leave not taken by an outgoing senior shop steward and / or shop steward, shall accrue to the newly elected senior shop steward and / or shop steward, during the leave cycle ;
    - (iii) leave shall not be accumulated or transferable from one employer to another.
- (3) Shop stewards' leave shall only be taken during the first eight months of the year: Provided :-
- (a) if leave is requested during the latter part of the year, this shall be subject to consultation and agreed upon between the parties.
- (4) The Trade Union shall make training and / or seminar content and / or agenda of meetings available to the employer at least seven days in advance.
- (5) The Trade Union shall make prior arrangements with the employer for the release of key staff ; and
- (a) no more than 50% of elected Senior Shop Stewards and / or Shop Stewards at any particular establishment shall attend activities as contained in sub-clause (1) (c) above, on any one day.
- (6) The Trade Union shall furnish the employer with written proof that a particular Shop Steward or Shop Stewards was / were in attendance of the activities as contemplated by sub-clause (1) above.
- (7) The number of Shop Stewards elected at any particular establishment shall be in the ratio of not more than one in 50 employees.
- (8) The name/s of the Shop Stewards elected shall be conveyed to the employer by the Senior Shop Steward.
- (9) 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.

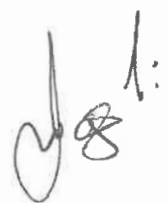


**32. MATERNITY LEAVE**

- (1) Any female employee going on confinement shall be entitled to :
  - (a) Unpaid leave for a period not exceeding 6 months ; and
  - (b) leave in terms of (a) above shall be with a guarantee of re-employment after the said period on the same terms and conditions of employment as at the date on which the maternity leave was granted.
- (2) The employee shall before, but no later than on the expiry date of the six month period notify the employer whether or not employment will recommence.
- (3) Proof of confinement shall be submitted to the employer in the form of :
  - (a) birth certificate ; or
  - (b) medical certificate ; or
  - (c) any other appropriate documents relating to confinement.
- (4) The employer may extend the six month guarantee period upon receipt of a valid medical certificate from a medical practitioner advising the employee not to return to work for medical reasons.
- (5) The employer shall be permitted to employ a temporary employee on a fixed term contract of employment for the period of absence of the employee granted maternity leave in terms of this Clause on condition that:-
  - (a) all the provisions of the Agreement under administration by the Council shall apply ; and
  - (b) the employer may, subject to any reason recognised in law, terminate the contract of employment.

**32A: STUDY LEAVE.**

- (1) Study leave may be granted by employers only to permanent, full-time employees subject to the following conditions:
  - (a) Approval for study leave shall be granted at the employer's discretion, which approval shall not be withheld unreasonably.
  - (b) Study leave, if granted by the employer, shall be for a maximum of one subject per annum.
  - (c) Study leave, if granted by the employer, shall be limited to two days of paid study leave per subject, namely the last working day prior to the date of the exam and on the day of the exam.
  - (d) The result of each exam shall be presented by the employee to the employer as soon as it becomes available.



- (i) If an employee fails a subject, the leave granted to the employee for that subject shall be refunded by the employee to the employer at a rate of one day's pay per failed subject.

### **33. 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 shall grant an employee, during each annual leave cycle, at the request of the employee, three days paid leave, which the employee is entitled to take –
  - (a) when the employees' child is born ; or
  - (b) when the employees' child is sick ; or
  - (c) in the event of the death of –
    - (i) the employees' spouse or life partner ; or
    - (ii) the employees' parent, adoptive parent or grand parent ; or
    - (iii) the employees' child, adoptive child, grand child or sibling.
    - (iv) when the employees' spouse is sick, provided that a medical practitioner confirms that the spouses' illness necessitated accompaniment.
- (3) The employer shall pay the employee for the day, or part of a day off in terms of this Clause at the wage that the employee ordinarily would have received for that day.
- (4) Before paying an employee for leave taken in terms of this Clause, an employer may require reasonable proof of an event for which leave was required in terms of this Clause.
- (5) An employees' unused entitlement to leave in terms of this Clause lapses at the end of the annual cycle in which it accrues.

### **34. NORMAL RETIREMENT AGE**

Any employee, notwithstanding his age, who enters the Industry either prior to or after the date on which this Agreement comes into operation, the normal retirement age shall be 65 years.

### **35. TWO TIER BARGAINING**



- (1) The Bargaining Council shall be the forum for the negotiation and conclusion of all agreements on substantive issues between employers' organizations and their members, on the one hand, and employees or trade unions and their members on the other hand.
- (2) Non-substantive conditions of employment over and above existing ones in the prevailing Agreement, e.g. bonuses or incentive schemes that are directly related to profit or productivity, or both, may be negotiated by employee representatives or representative trade unions at establishment level and/or plant level. In the event of a deadlock in negotiations between the parties in this category of issues, the provisions of the Council's prevailing Agreement may be invoked.
- (3) No trade union, employee, employers' organisation or employer may call a strike, lock-out or attempt in any way to seek, to induce or to compel negotiations on the issues referred to in Sub-clause 35(1) at any level other than at the Bargaining Council level.
- (4) Any establishment or plant level agreement between an employer who is a member of a party employers' organization and a party trade union which contains provisions that are inconsistent with this Agreement –
  - (a) must be regarded by the parties to the establishment or plant level agreement as having been amended to created consistency with this clause; and
  - (b) any provisions of the establishment or plant level agreement will not be binding to the extent that those provisions are inconsistent with this clause.

### 36. TRADE UNION SUBSCRIPTIONS

- (1) Every employer shall deduct from the wages of those of his employees who are members of the trade union, the contributions payable to the trade union in terms of its constitution.
- (2) All amounts payable in terms of this clause, shall be paid by the employer to the Secretary of the Council month by month and not later than the 10<sup>th</sup> day of each month following that in respect of which they are due. When making such payment, the employer shall furnish a statement in the form specified by the Council from time to time reflecting the names and amounts paid.

### 37. MEMBERSHIP SUBSCRIPTIONS- KZNFMA

- (1) Every employer who is a member of the KwaZulu-Natal Furniture Manufacturers' Association, shall pay subscriptions six-monthly in respect of membership and calculated in accordance with a schedule supplied to it by the said Association, based on the number of persons in his employ as at close of business in December and June annually.



- (2) The amount of subscriptions so calculated, shall be paid by the employer to the Secretary of the Council as soon as possible after January and July, respectively each year.

### **39. EXPENSES OF THE COUNCIL**

- (1) For the purpose of meeting the expenses of the Council, every employer shall deduct from his employees' wages and add a like amount as reflected in Part 2 of this Agreement.

### **40. ADMINISTRATION OF AGREEMENT**

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

### **41. ULTRA VIRES**

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

## **PART 2**

### **ANNEXURE A**

#### **1. SCOPE OF APPLICATION**

- 1 This part of the Agreement applies to the Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown.

#### **2. PERIOD OF OPERATION**

- (1) This part of the Agreement is effective from the coming into operation of this Agreement until 30 June 2021.

#### **3. WAGE LEVELS**

3.1. Wage rates shall be based on hourly rate of pay for the duration of this Agreement.

3.2. The wage levels of wage categories referred to in Part 1 Clause 10 of this Agreement, shall apply as per Table A in the first full pay week of coming into operation of this Agreement.

In the event that the National Minimum Wage "NMW" comes into operation prior to the extension of the wages as reflected, the "NMW" shall take precedence and the wages as reflected under Table A shall be replaced by the "NMW" (Wages to be calculated at the hourly rate of pay).

**Table A :**

		FIRST FULL PAY WEEK JULY 2018 for parties and non-parties from the period as determined by the Minister		FIRST FULL PAY WEEK JULY 2019		
OCCUPATIONAL SKILLS LEVEL		WEEKLY RATE	HOURLY RATE	% inc	WEEKLY RATE	HOURLY RATE
Level 4	Unskilled	675.74	15.36	7.00%	723.04	16.43
Level 3	Semi-skilled	735.55	16.72	7.00%	787.04	17.89
Level 2	Skilled	790.32	17.96	7.00%	845.64	19.22
Level 1	Chargehand / Foreman/Supervisor	852.55	19.38	7.00%	912.22	20.73

3.3. The following minimum rate of pay shall apply in the first full pay week after coming into operation of the "NMW".

**Table B :**

Occupational Skills Level	First full pay week after the implementation of the NMW 2018	First full pay week in July 2019
Unskilled	R20.00 per hr	As per National Minimum Wage
Semi Skilled	R21.00 per hr	R22.47 per hr
Skilled	R22.45 per hr	R24.02 per hr
Chargehand/	R24.22 per hr	R25.91 per hr

Foreman/ Supervisor		Not prescribed
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#### 4. WAGE INCREASE

- 4.1. Party Shops** : Subject to the provisions of Sub-Clause 4.4, all categories of employees to receive a 7,5% wage increase on actual wages paid for the period ending 30 June 2019.
- 4.2.** Period 01 July 2019 to 30 April 2020, all categories of employees to receive an increase of 7% on actual wages paid.
- 4.3. Non-Party Shops** : All categories of employees to receive an increase of 7,5% on actual wages paid from date of coming into operation of this Agreement for the period ending 30 June 2019.
- 4.4.** Period 01 July 2019 to 30 June 2020, all categories of employees to receive an increase of 7% on actual wages paid.
- 4.5.** The wage increases as per Sub-Clause 4.1. to 4.4. above, shall be subject to re-negotiations for the affected period as follows :
- (a) In the event that the CPI rate be below 3,9% or above 9% the Parties to this Agreement shall meet to re-negotiate the wage increase relating to the period affected.

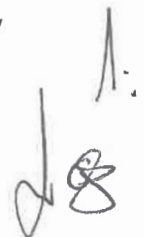
#### 5. HOLIDAY FUND

Holiday Fund in line with Clause 15 in Part 1 of this Agreement shall be calculated as follows:

- (1) 12.5% of the employees' remuneration : Provided that –
- (a) the first and last working week of each calendar year shall be calculated at the actual number of ordinary hours worked in the establishment ; and
- (i) during the first week of commencement of employment, Holiday Fund shall be calculated in the same manner as in (i) above;
- (ii) in the event that an employee has worked 44 hours and more in any one week, Holiday Fund shall be calculated on the actual ordinary as well as overtime hours worked ; and
- (iii) where an employee is working in an establishment that works as ordinary hours, less than 44 hours a week, Holiday Fund shall be calculated as if such employee had worked 44 hours in any one week ;



- (iv) if an employee has worked up to half an hour less than the aforesaid hours, Holiday Fund shall be calculated at 44 hours ; and
  - (v) in the case of a casual employee, the employer shall pay him upon termination of employment, leave pay calculated at 12,5 per cent of the wages earned by him ; and
  - (vi) in the case of a working partner, director or member, Holiday Fund shall be calculated at 12,5 per cent of the highest prescribed rate in Part 2 Annexure A to this Agreement.
- (b) 10% of the employees' remuneration if he has worked less than 43,5 hours in any one week.
- (c) 7.5% of the employees' remuneration if he has worked less than 40 hours in any one week.
- (2) In the event that an employee is off due to illness, Holiday Fund shall be calculated as prescribed in Part 2, Annexure A of this Agreement ; Provided that –
  - (a) a valid sick certificate is produced ; and
  - (b) days off sick have not exceeded 30 days in any one year commencing in January and ending in December of each year.
- (3) In the event that a paid public holiday falls within a normal working week, Holiday Fund shall be calculated in accordance with sub-clause (1) (a) above.
- (4) All amounts payable in terms of Holiday Fund, shall be paid by the employer.
- (5) Payments shall be made month by month and not later than the 10<sup>th</sup> day of each month following.
- (6) All payments in respect of Holiday Fund, shall be made to the Secretary of the Council for deposit into the Furniture Manufacturing Industry, KwaZulu-Natal Holiday Fund.
- (7) Any payment in terms of Sub-Clause 6 above, shall be in the prescribed form as specified by the Council from time to time.
- (8) Arrear payments : An employer that is in arrears with his Holiday Fund payments and who, after being warned in writing by the Council, fails to forward such outstanding amounts within seven days of the date such notice was issued, shall by further notification submit the amounts payable in terms of this clause weekly, subject to the following :
  - (a) The weekly amounts to reach the Secretary of the Council no later than the Friday following the pay day of the week in terms of which the amounts are due.
  - (b) The payment submitted in respect of the last pay day of each calendar month, shall be accompanied by the statement as referred to under sub-clause (7) above.
  - (c) An employer to whom the provisions of this sub-clause has been applied, may only revert to monthly payments after being duly notified by the Council in writing.



- (d) Interest : Should any amount due in terms of this Clause not be received by the Secretary of the Council by the 15<sup>th</sup> day of the month following in which the monies are payable, the employer shall pay interest on such amount or on the lesser amount as remains unpaid, calculated at :
- (i). 2% per month ; or
  - (ii) at the prevailing prime overdraft rate of First National Bank, whichever rate is the higher, per month or part thereof from the 15<sup>th</sup> day until the day upon which payment is actually received.
- (9) The Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.
- (10) Holiday Fund payable in terms of this Clause shall be paid by the employer in addition to any remuneration payable to an employee in terms of this Agreement and shall not be deducted from the remuneration of such employee.
- (11) The Council shall retain a record of each employee of whom payments are made to the Holiday Fund in terms of this Clause, as well as the amount paid on his behalf.
- (12) Holiday Fund shall be distributed to employees as follows :
- (a) Distribution shall not commence earlier than the first Monday in December ; and
  - (b) shall be completed by the 15<sup>th</sup> day of December, the amount shall be ;
    - (i) the amount contributed by the employer in respect of such employee during the year ending on the last pay day in September of each year.
    - (ii) the validation slip issued to employees, shall reflect the leave pay and bonus portion separately.
    - (iii) Employees who are absent on the first day after the payment of leave pay or bonuses in the month of December, prior to the annual shut-down, without a valid sick certificate, shall be paid his leave pay and / or bonus on the last day before going on annual leave from the following year onwards, provided that the employer forward a list of names and benefit numbers to the Secretary of the Council by no later than the month of August of each year.
- (13) Learners : If a learner receives holiday pay in terms of this Clause, less than the remuneration he would have received had the establishment not closed and he had worked the ordinary hours of work during the leave period, the employer shall pay him in addition an amount equal to the difference between holiday pay received and the amount he would have earned had he worked.
- (14) Unclaimed Holiday Fund\_: in the event that Holiday Fund monies remain unclaimed, the following shall apply :
- (a) if unclaimed for a period of 2 years from date it became payable, such unclaimed monies shall ;



- (i) accrue to the general fund of the Council : Provided that the Council shall be liable for payment from the general fund of any Holiday Fund monies claimed during a further period of 3 years after accrual to the General Fund ;
- (15) The Holiday Fund shall be administered by the Council ; and
  - (a) All expenses incurred in connection with such administration shall form a charge against the Council.
  - (b) All monies paid to the Holiday Fund shall be deposited in a bank account to be opened in the name of the Fund.
  - (c) Payments from the Holiday Fund be either by ;
    - (i) cheque drawn on the Funds' account and duly signed by two persons as authorised by the Council's Constitution ; or
    - (ii) by electronic transfer.
  - (d) Monies contributed to the Holiday Fund may be invested in ;
    - (i) Fixed deposit ;
    - (ii) on call with a registered commercial bank.
  - (e) Interest accruing from such investment shall be credited to the general fund of the Council.
- (16) Audit : The Council shall appoint a public accountant for the purpose of ;
  - (1) auditing the accounts of the Holiday Fund : Such audit shall-
    - (a) commence as soon as possible after 30 June of each year ; the Secretary of the Council shall –
    - (b) prepare an account of income and expenses of the Fund for the preceding 12 months as well as a statement reflecting the Funds' assets and liabilities ; which
    - (c) shall be audited by the public accountant ; and
    - (d) signed by the Secretary and Chairperson of the Council.
    - (e) copies of the signed accounts and any management reports shall thereafter lie for inspection at the offices of the Council.
    - (f) copies of the said accounts together with any management report shall be forwarded to the Registrar of Labour Relations as contemplated by Section 54 of the Act.

## 6. COUNCIL EXPENSES.

- (1) Every employer shall deduct a Council Levy in the amount of R5.00 and shall add a like amount and pay the total sum to the Secretary of the Council in the prescribed form over to the Secretary of the Council by no later than the 10<sup>th</sup> day of each month following.



- (2) The Council shall be entitled to recover from an employer all monies in respect of legal fees and expenses incurred in the recovery of any monies due in terms of this Agreement, but not paid over to the Council at the appropriate attorney and client scale.

## 7. DEATH AND DISABILITY SCHEME

- (1) A Death and Disability Scheme for all employees within the Scope of Application of this Part of the Agreement is hereby established.
- (2) Service provider for the duration of this Agreement shall be the Fedgroup.

(3) Contributions :

- (a) Employer R20.34 per month.
- (b) Employee R20.33 per month.

(4) Benefits :

- (a) All benefits are up to the age of 65.
- (b) Life cover is equal to once annual income capped at a maximum of R12 000.00
- (c) Capital disability cover equal to once annual income capped at a maximum of R12 000.00
- (d) The Funeral cover for members is as follows :
- Insured Amount

Employee	R15 000.00
Spouse	R15 000.00
Child (15 to 24 years old)	R15 000.00
Child (6 to 14 years old)	R7 500.00
Child (0 to 5 years old)	R3 750.00
Stillborn	R3 750.00

(5) Payment of Death and Disability :

All payments of the Death and Disability Scheme shall be as follows :

- (1) Payments shall be made month by month and not later than the 10<sup>th</sup> day of each month following.
- (2) All payments in respect of the Death and disability Scheme, shall be made towards the Secretary of the Council for payment to the Fedsure Group.

- (3) Any payment in terms of Sub-clause (2) above, shall be in the prescribed form as specified by the Council from time to time.
- (4) The employer shall pay both the employer and employee Death and Disability Scheme contributions in cases where an employee is on unpaid sick leave for a period of up to six (6) months, on condition that the employee has contributed to the Death and Disability Scheme for at least twelve (12) months prior to going off on unpaid sick leave.
- (5) Arrear payments : An employer that is in arrears with the payment of the Death and Disability Scheme and who, after being warned by the Council in writing, fails to forward such outstanding amounts within seven days of the date such notice was issued, shall by further notification, submit the amounts payable in terms of this clause, weekly, subject to the provisions of Clause 5, Sub-clauses (8) and (9), read with changes to the context thereof.

## **8. PROVIDENT FUND**

- (1) Provident Fund contributions to be calculated at the hourly rate of pay on the date of coming into operation of this agreement as per Annexure A as it appears in the Provident Fund and Mortality Benefit Association Collective Agreement, dated 30 September 2016 and renewed under Gazette No. 40312 Regulation No. 1187, for the duration of this wage Agreement.

## **ANNEXURE B**

### **1. SCOPE OF APPLICATION**

1. This part of the Agreement applies to the Municipal Area of Kwadakuza, also referred to as Ilembe and / or Lower Tugela.

### **2. PERIOD OF OPERATION**

- 1 This Agreement shall be binding on the Parties as from 01 July 2018 until 30 June 2021
- 2 This agreement shall come into operation in respect of non-parties on such date as the Minister of Labour extends the Agreement to non-parties for the period ending 30 June 2021.

### **3. WAGE INCREASE**

#### **3.1. Period 01 July 2018 for parties until 30 June 2019 and from the date as determined by the Minister until 30 June 2019:**

##### **3.1.1 As from the first full pay week in July 2018 for parties and from the date as determined by the Minister, the following wage increases shall apply :**

- (a) Employees earning above R500.00 per week, a wage increase of 12,5% on actual wages paid : and
- (b) Employees earning R500.00 per week and below, a wage increase of 14% on actual wages paid.

### **4. MINIMUM WEEKLY WAGE RATES**

#### **4.1. Period 01 July 2018 for parties until 30 June 2019 and from the date as determined by the Minister until 30 June 2021:**

Entry Level	-	R364.16
Level 4	-	R473.49
Level 3	-	R616.62
Level 2	-	R662.51
Level 1	-	R714.69

### **5. NATIONAL MINIMUM WAGE**

- 5.1 In the event that the Government implements the national minimum hourly rate of pay or any amendments during the duration of this Agreement in terms of the National Minimum Wage Act and the hourly rates of pay of the employees above are below the national minimum hourly rate of pay, such hourly rates of pay shall be adjusted to the national minimum hourly rate of pay in accordance with the implementation date of such national minimum hourly rate of pay in terms of the National Minimum Wage Act.



**6. LEAVE PAY**

- 6.1.** The employer to pay 15 working days leave pay calculated as per daily rate at shut down in December of each year directly to the employee.

**7. YEAR-END BONUS**

- 7.1.** Year-end Bonusses shall be at the discretion of the employer.

**8. COUNCIL EXPENSES**

- 8.1.** The Employer shall pay the Council a levy of R4.00 per employee per week.

The Employer to deduct an amount of R3.20 from each employee and to pay a total amount of R7.20 per employee per week monthly over to the Council in the prescribed form, by no later the 10<sup>th</sup> of each month following.

- 8.2** The Council shall be entitled to recover from an employer all monies in respect of legal fees as well as other expenses incurred in the recovery of all monies due not paid over to the Secretary of the Council at the appropriate attorney client scale in terms of this Agreement.

**ANNEXURE C****1. SCOPE OF APPLICATION.**

- (1) This part of the Agreement applies in the Municipal Area of Mandini also referred as Isithebe.

**2. PERIOD OF OPERATION**

- (1) This part of the Agreement is effective from the coming into operation of this Agreement until 30 June 2021.

**3. LEAVE PAY**Handwritten signatures and initials in the bottom right corner of the page.

- (1) The employer to pay 15 working days leave pay calculated as per the daily rate at shut down in December each year, directly to the employees.

#### **4. TRADE UNION SUBSCRIPTIONS**

- (1) As per Clause 36 of Part 1 of this Agreement shall apply.

#### **5. EXPENSES OF THE COUNCIL**

- (1) The employer shall pay a Council levy in the amount of R9.00 per employee per week with no deduction from the wages of the employees paying towards the expenses of the Council.
- (2) The employer to pay the total amount for each employee over to the Secretary of the Council in the specified form, by no later than the 10<sup>th</sup> day of each month following.

#### **6. BONUS**

- (1) Bonuses shall be at the sole discretion of the employer.

#### **7. SICK LEAVE**

- (1) As per Clause 30 of Part 1 of this Agreement shall apply.

#### **8. SHORT TIME**

- (1) As per Clause 9 of Part 1 of this Agreement shall apply.

#### **9. MINIMUM WEEKLY WAGE RATE**

- (1) The following minimum weekly wage rates per level shall apply with effect from coming into operation of this Agreement until 30 June 2021.

Entry Level	-	no entry level
Level 4 Unskilled	-	R340.00
Level 3 Semi-Skilled	-	R375.00
Level 2 Skilled	-	R411.00



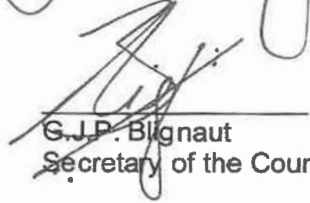
Level 1 Chargehand

-

No wage prescribed

- (2) In the event that the Government implements the national minimum hourly rate of pay or any amendments during the duration of this Agreement in terms of the National Minimum Wage Act and the hourly rates of pay of the employees above are below the national minimum hourly rate of pay, such hourly rates of pay shall be adjusted to the national minimum hourly rate of pay in accordance with the implementation date of such national minimum hourly rate of pay in terms of the National Minimum Wage Act.

Signed at Durban on this 19th day of September 2018.

  
G. Stone  
Chairperson  
J. van Rooyen  
Vice-Chairperson  
G.J.P. Bignaut  
Secretary of the Council

## DEPARTMENT OF LABOUR

NO. 428


15 MARCH 2019

## LABOUR RELATIONS ACT, 1995

## CANCELLATION OF GOVERNMENT NOTICE

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY KWAZULU  
NATAL – MAIN COLLECTIVE AGREEMENT

I, MILDRED NELISIWE OLIPHANT, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 945 of 2 October 2015, R. 450 of 29 July 2016, R. 1027 of 16 September 2016 and R. 1522 of 9 December 2016 with effect from the second Monday after publication of the notice.


  
MINISTER OF LABOUR  
DATE: 20/02/2019

## UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA -1995

## UKUHOXISWA KWESAZISO ZIKAHULUMENI

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY KWAZULU  
NATAL – MAIN COLLECTIVE AGREEMENT

Mina, MILDRED NELISIWE OLIPHANT, uNgqongqoshe Wezabasebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngihoxisa iZaziso zikahulumeni ezinguNombolo R. 945 somhla-ka 2 uMfumfu 2015, R. 450 somhla-ka 29 nNtulikazi 2016, R. 1027 somhla-ka 16 uMandulo 2016 ne R. 1522 somhla-ka 9 uZimandlela 2016 kusukela ngoMsombuluko wesibill emva kosuku lokushicilelwa kwalesiSaziso.

  
UNGQONGQOSHE WEZABASEBENZI  
DATE 20/2/2019







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