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DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 6458 **29 July 2025**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

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

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices No. R.427 of 15 March 2019, R. 411 of 9 July 2021, R. 1778 of 2 May 2023, R. 3666 of 14 July 2023 and R. 5680 of 13 December 2024 with effect from the second Monday after the date of publication of this notice.

MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 28 July 2025

LABOUR RELATIONS ACT, 1995

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

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Furniture Manufacturing Industry 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 shall remain in force until the 30 June 2027.

MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 28 July 2025

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.

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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 KwaDakuza also referred to as Ilembe or Lower Tugela, Pietermaritzburg, Pinetown, Mount Currie and the Municipal Area of Mandini also referred to as Isithebe.

"Furniture, Bedding, Upholstery and Curtain 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:

Manufacturing, assembling staining, cutting, edging 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, of all items and / or components of furniture and board,

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

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 and door frames of buildings or rooms (the latter doors and frames exclude doors and frames manufactured from iron, steel and other metal materials) , 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 ;

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(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; kitchen cupboard tops, kitchen cupboard components (irrespective of material used) ;

(iii) headboards and pedestals for beds, wardrobes and wall units ;

(iv) other cabinets and cupboards, benches, tables, chairs, shelves, 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.

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(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.

Provided that the 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.



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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,

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(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

1. This Agreement shall be binding on the Parties to this Agreement as from 01 July 2023 and for non parties this Agreement comes into effect from the date as determined by the Minister of Employment and Labour.
2. The Agreement shall remain in force for the period ending 30 June 2027.

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 In the event that the NMW is applicable, an employee employed under this provision shall be paid NMW 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 ;

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"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 and 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

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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 ;

"new employee" means an employee who has never worked in the Furniture Industry before. Any employee who commences employment with a new furniture manufacturing Employer within a period of 3 (three) years after his / her termination from a previous furniture manufacturing Employer will not be regarded as a new employee and his / her service in the previous employer will be recognized.

"normal retirement age" means the age of 60 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.

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"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.

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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;

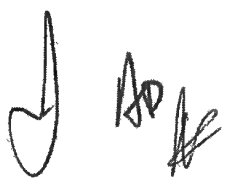
- eight hours a day, Monday to Friday ;
- four hours on Saturday.

(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.



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(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.

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(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 sixteen (16) 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

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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

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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, dinging room / kitchen chairs, studio couches, repetitive welding in a jig, sandblasting, drivers, assemblers etc.

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(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

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(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 ....

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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 R200 per night for any one period extending one or more nights excluding accommodation.

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(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 ;

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(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.

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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 17th 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.

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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 ;

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(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.

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(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

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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

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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.

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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.

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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.

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(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.

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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 employer 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.

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(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:

(i) equal to one weeks' normal wages for every completed year of service;

(ii) In recognition of long service the following is payable in addition to the above

- 10 to twenty years service – one additional weeks normal wages
- Twenty years service and more - two additional weeks normal wages
-

(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.

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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.

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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.

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(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.

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(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 sick ; or

(b) 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.

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34. PARENTAL BENEFITS

1) Parental Leave

1. An employee, who is a parent of a child, is entitled to at least ten consecutive days parental leave.
2. An employee may commence parental leave on—
   (a) the day that the **employee's child is born**; or
   (b) the date—
      (i) that the adoption order is granted; or
      (ii)that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, whichever date occurs first.
3. An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
   (a) commence parental leave; and
   (b) return to work after parental leave.
4. Notification in terms of subsection (3) must be given—
   (a) at least one month before the—
      (i) employee's child is expected to be born..
5. The payment of parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001).

2) Adoption Leave

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



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

5. The payment of adoption benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001).
6. If an adoption order is made in respect of two adoptive parents, one of the adoptive parents may apply for adoption leave and the other adoptive parent may apply for the parental leave.

3) Commissioning Parental Leave

1. An employee, who is a commissioning parent in a surrogate motherhood agreement is, entitled to—
   (a) commissioning parental leave of at least ten weeks consecutively; or
   (b) the parental leave.
2. An employee may commence commissioning parental leave on the date a child is born as a result of a surrogate motherhood agreement.
3. An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
   (a) commence commissioning parental leave; and
   (b) return to work after commissioning parental leave.
4. Notification in terms of subsection (3) must be given—
   (a) at least one month before a child is expected to be born as a result of a surrogate motherhood agreement; or
   (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
5. The payment of commissioning parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001).
6. If a surrogate motherhood agreement has two commissioning parents, one of the commissioning parents may apply for commissioning parental leave and the other commissioning parent may apply for the parental leave.

35. NORMAL RETIREMENT AGE

(1) 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 60 years.

(2) Employees will be allowed to be employed on a fixed term contract basis between the ages of 60 and 65 years at the discretion of the Employer.



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36. 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.

37. 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 10th 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.

38. TRADE UNION REPRESENTATIVES

(1) In any workplace in which at least 10 members of a representative trade union are employed, those members are entitled to elect from among themselves:
a) if there are 10 members of the trade union employed in the workplace, one trade union representative;

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b) if there are more than 10 members of the trade union employed in the workplace, two trade union representatives;

c) if there are more than 50 members of the trade union employed in the workplace, two trade union representatives for the first 50 members, plus a further one trade union representative for every additional 50 members up to a maximum of seven trade union representatives;

d) if there are more than 300 members of the trade union employed in the workplace, seven trade union representatives for the first 300 members, plus one additional trade union representative for every additional 100 members up to a maximum of ten trade union representatives;

e) if there are more than 600 members of the trade union employed in the workplace, ten trade union representatives for the first 600 members, plus one additional trade union representative for every additional 200 members up to a maximum of twelve trade union representatives; and

f) if there are more than 1 000 members of the trade union employed in the workplace, twelve trade union representatives for the first 1000 members, plus one additional trade union representative for every additional 500 members up to a maximum of twenty trade union representatives;

39. 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.

40. 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.

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41. 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.

42. FINES

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

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

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

Table One

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

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Table Two

No previous failure to comply	25% of the amount due including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within 3 years.	50% of the amount due including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within the previous 12 months or two previous failures to comply in respect of the same provision within three years.	75% of the amount due including any interest owing on the amount at the date of the order.
Three previous failures to comply in respect of the same provision within three years.	100% of the amount due including any interest owing on the amount at the date of the order.
Four or more previous failures to comply in respect of the same provision within three years.	200% of the amount due including any interest owing on the amount at the date of the order.

43 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.

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2. PERIOD OF OPERATION

(1) This part of the Agreement is effective from the coming into operation of this Agreement until 30 June 2027.

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.

3.3 The wage levels as per Table A to be increased by the same percentage increase applied to the national minimum wage.

Table A :

Occupational Skills Level	**First full pay week in July 2025 for parties from first full pay week in July 2025 and if the coming to effect as gazetted by the Minister is after the above date the date of implementation would then be from the coming into effect of the Agreement as gazetted by the Minister**	**First full pay week in July 2026**
Unskilled	As per National Minimum Wage	As per National Minimum Wage
Semi Skilled	R30-13 per hr	R31-49 per hr
Skilled	R31-83 per hr	R33-26 per hr
Chargehand/ Foreman/ Supervisor	R34-32 per hr	R35-86 per hr

4. WAGE INCREASE

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4.1. **Party Shops** : Subject to the provisions of Sub-Clause 4.3 and 4.4, all categories of employees to receive a 5% wage increase on actual wages paid as from the 1 July 2025.

4.2. For those employees whom received the awarded National Minimum Wage increase, no increase is applicable..

4.3. **Non-Party Shops** : All categories of employees to receive an increase of 5% on actual wages paid from date of coming into operation of this Agreement.

4.4. For those employees whom received the awarded National Minimum Wage increase, no increase is applicable.

4.5. Either Party to this agreement may request to convene a meeting should the National Minimum wage percentage increase be excessively above or below the average.

4.6. Wage increase per category as from the first **July 2026** are as follows:-

4.7. All categories of employees to receive a 4.5% wage increase on actual wages paid as from the 1 July 2026.

.4.8. For those employees whom received the awarded National Minimum Wage increase, no increase is applicable.

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

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(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 10th 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 15th day of the month following in which the

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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 15th 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 15th 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.

(iv) For employees whom receive written warnings **from 1 September** to shut down for time-keeping and unauthorised absence, shall be paid his leave pay and / or bonus on the last day before going off on annual leave that year.

(v) For employees whom receive written warnings **after year end payment** date to shut down for time-keeping and unauthorised absence, shall be paid his leave pay and / or bonus on the last day before going off on annual leave of the following 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

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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.

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6. COUNCIL EXPENSES.

(1) Every employer shall deduct a Council Levy in the amount of R6.93 from the period of operation of this Agreement to 30 June 2026 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 10th 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.

(3) Every employer shall deduct a Council Levy in the amount of R7,24 from the first July 2026 to 30 June 2027 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 10th day of each month following.

(4) The Council levy to be increased annually by the same wage increase detailed in 4.1, 4.3 and 4,7.

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 60.

(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

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Child (15 to 24 years old)	R15 000.00
Child (6 to14 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 10th 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 Fedgroup.

(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

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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 1 July 2023 until 30 June 2027

2 This agreement shall come into operation in respect of non-parties from the coming into operation will be from the date as determined by the Minister for the period ending 30 June 2027.

3. WAGE INCREASE

3.1. Period 1 July 2023 for parties and for non-parties from the date as determined by the Minister until 30 June 2027:

3.2 Across the Board wage increase of **5,5%** on actual wages as from the 1 **July 2025 and for non parties with effect from 1 July 2025** as per Notice R.3666 of 14 July 2023 under Government gazette 48959.

For those employees whom received the awarded National Minimum Wage increase, a topping up to their wages will be increased by the percentage differential between the across the board increase and the National Minimum wage increase, **for non parties with effect from 1 July 2025** as per Notice R.3666 of 14 July 2023 under Government gazette 48959.

Across the Board wage increase of **5,5%** on actual wages as from the 1 **July 2026.**

For those employees whom received the awarded National Minimum Wage increase, a topping up to their wages will be increased by the percentage differential between the across the board increase and the National Minimum wage increase, from the **1 July 2026.**

4. MINIMUM WEEKLY WAGE RATES

4.1. from the date as determined by the Minister until 30 June 2027:

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Entry Level	-	As per National Minimum Wage
Level 4	-	As per National Minimum Wage
Level 3	-	As per National Minimum Wage
Level 2	-	As per National Minimum Wage
Level 1	-	As per National Minimum Wage

5. ANNUAL LEAVE PAY

5.1. The employer to pay 15 working days annual leave pay calculated as per daily rate to the Bargaining Council.

5.2. Annual leave days granted during the year is unpaid.

5.3. Employees joining during the year accrue pro-rata annual leave.

6. YEAR-END BONUS

6.1 It is agreed to implement an incentive scheme of 1 week as follows :

The 1 week is in addition to the 15 working days leave pay.

The incentive scheme shall be operated as follows:

- The 1 week bonus shall be pro-rata for employees joining during the year;
- Absenteeism will be the only basis and proxy used as a measurement in the incentive scheme;
- Absenteeism will be measured from 1 September of each year to factory closure;
- Employees will earn 1 week's additional wage for 100% attendance;
- In the event of absence due to illness the employee will not be deemed to be absent in the following cases:
    - The employee produces a certificate:
        - signed by a registered medical practitioner;
        - issued by the clinic confirming dates of collection of chronic medication;
    - A certificate issued by the clinic and accepted on a medical basis by the Employer;

The 1 week incentive bonus shall be paid directly to employees at year end.

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7. COUNCIL EXPENSES

7.1 **From 1 July 2025 – R4-70 per week for parties and for non parties with effect from 1 July 2025** as per Notice R.3666 of 14 July 2023 under Government gazette 48959.

From 1 July 2026 – R4-95 per week
and pay the total sum to the Secretary of the Council in the prescribed form by no later than the 10th day of each month.

7.2 Every employer shall pay a Council Levy as follows:
From 1 July 2025 – R6-45 per week for parties and for non parties with effect from 1 July 2025 as per Notice R.3666 of 14 July 2023 under Government gazette 48959.

From 1 July 2026 – R6-80 per week
and pay the total sum to the Secretary of the Council in the prescribed form by no later than the 10th day of each month.

7.3 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.

7.4 The Council levy to be increased annually by the across the board wage increase.

8. PROVIDENT FUND

The Provident fund employee and employer contribution is agreed to be phased in and accumulated as follows:
8.1 1 July 2023 to 30 June 2024 – 1,81% of actual wages
8.2 1 July 2024 to 30 June 2025 – 3,62% of actual wages

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8.3 1 July 2025 to 30 June 2026 – 5,43% of actual wages (**for non parties with effect from 1 July 2025** as per Notice R.3666 of 14 July 2023 under Government gazette 48959.)
8.4 1 July 2026 to 30 June 2027 – 7,25% of actual wages

The phase-in is applicable to employee and employer contributions towards the retirement fund and will result that employees contribute 7,25% and employers contribute 7,25% at the commencement of 1 July 2026.
The "New employees" clause shall apply to the first three months of employment only and the phase-in of the Provident fund shall be implemented from month four.

9. 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 60.

(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 to14 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 :

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(1) Payments shall be made month by month and not later than the 10th 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 Fedgroup.

(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.

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 2027.

3. ANNUAL LEAVE PAY

(1) The employer to pay 15 working days annual leave pay calculated as per daily rate to the Bargaining Council.

(2) Annual leave days granted during the year is unpaid.

(3) Employees joining during the year accrue pro-rata annual leave.

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4. TRADE UNION SUBSCRIPTIONS

(1) As per Clause 37 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 10th day of each month following.

6. BONUS

(1) It is agreed to implement an incentive scheme as follows:

1 July 2023 – 30 June 2024 : 1,59% of actual wages

1 July 2024 – 30 June 2025 : 3,18% of actual wages

1 July 2025 – 30 June 2026 : 4,77% of actual wages (**for non parties with effect from 1 July 2025** as per Notice R.3666 of 14 July 2023 under Government gazette 48959.)

1 July 2026 – 30 June 2027 – 6,375% of actual wages

The incentive scheme shall be operated as follows:

- Absenteeism will be the only basis and proxy used as a measurement in the incentive scheme;
- Absenteeism will be measured from the 1 September of each year to factory closure;
- Employees shall forfeit 1 week's incentive bonus for 1 day of unauthorized absence, limited to 1 week forfeit per month ;
- In the event of absence due to illness the employee will not be deemed to be absent in the following cases:
    - Inform/his/her supervisor that he/she will be absent for the day due to illness;
    - The employee produces a medical certificate on return to work;
    - Scheduled clinic visits for chronic conditions must be arranged with HR;

The incentive bonus shall be paid directly to employees at year end.

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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 2027.

Entry Level	-	no entry level
Level 4 Unskilled	-	National minimum wage
Level 3 Semi-Skilled	-	National minimum wage
Level 2 Skilled	-	National minimum wage
Level 1 Chargehand	-	National minimum wage

(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.

10. WAGE INCREASE

10.1 Across the Board wage increase of **4%** on actual wages as from the 1 **July 2025 and for non parties with effect from 1 July 2025** as per Notice R.3666 of 14 July 2023 under Government gazette 48959.

For those employees whom received the awarded National Minimum Wage increase, a topping up to their wages will be increased by the percentage differential between the across the board increase and the National Minimum wage increase, **for non parties**

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with effect from 1 July 2025 as per Notice R.3666 of 14 July 2023 under Government gazette 48959.

10.2 Across the Board wage increase of **4%** on actual wages as from the 1 **July 2026.**

For those employees whom received the awarded National Minimum Wage increase, a topping up to their wages will be increased by the percentage differential between the across the board increase and the National Minimum wage increase, from the **1 July 2026.**

11. PROVIDENT FUND

11. The Provident fund employee and employer contribution is agreed to be phased in and accumulated as follows:

11.1 1 July 2023 to 30 June 2024 – 1,81% of actual wages
11.2 1 July 2024 to 30 June 2025 – 3,62% of actual wages
11.3 1 July 2025 to 30 June 2026 – 5,43% of actual wages (**for non parties with effect from 1 July 2025** as per Notice R.3666 of 14 July 2023 under Government gazette 48959.)
11.4 1 July 2026 to 30 June 2027 – 7,25% of actual wages

The phase-in is applicable to employee and employer contributions towards the retirement fund and will result that employees contribute 7,25% and employers contribute 7,25% at the commencement of 1 July 2026.
The "New employees" clause shall not apply to the phase in of the Provident Fund.

9. 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 60.

(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

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Employee	R15 000.00
Spouse	R15 000.00
Child (15 to 24 years old)	R15 000.00
Child (6 to14 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 10th 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 Fedgroup.

(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.

Signed at Durban on this 30th day of April 2025.

Chairperson

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Vice-Chairperson

A.C Davids
Secretary of the Council

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