

No. R. 851

15 August 2008

LABOUR RELATIONS ACT, 1995**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING
INDUSTRY, KWAZULU-NATAL: EXTENSION TO NON-PARTIES OF THE
PROVIDENT FUND AND MORTALITY BENEFIT ASSOCIATION
COLLECTIVE AMENDING AGREEMENT**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the 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 25 August 2008 and for the period ending 31 July 2011.

M M S MDLADLANA
MINISTER OF LABOUR

SCHEDULE

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL

PROVIDENT FUND AND MORTALITY BENEFIT ASSOCIATION COLLECTIVE AMENDING 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

(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 (NUFAWSA)**

and the

**Chemical Energy Paper Printing Wood
and Allied Workers' Union (CEPPWAWU)**

(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.

to amend the Provident Fund and Mortality Benefit Association Collective Agreement under Government Notice R.244 dated 27 February 2004 and as amended by R192 dated 11 March 2005 and extended for a further period by R1281 dated 15 December 2006, and R.1172 dated 14 December 2007.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, KwaZulu-Natal-
 - (a) by all employers who are members of the employer's organisation and by all employees who are members of the trade union, who are engaged or employed therein, respectively ;
 - (b) in Area A, which consists of the Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie ;
 - (c) in Area B, which consists of the Magisterial Districts of Greytown, Lions River, Port Shepstone, Richmond, Lower Tugela and Umzinto and the municipal areas of Estcourt, Ladysmith and Newcastle ; and
 - (d) in Area C, which consists of the remainder of the Province of KwaZulu-Natal.
- (2) Notwithstanding the provisions of sub-clause (1), the provisions of this Agreement shall-
 - (a) only apply in respect of employees for whom minimum wages are prescribed in the Main Agreement and to working Partners, Directors or Members as defined in the Main Agreement ;

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- (b) apply to learners in so far as they are not inconsistent with the provisions of the Skills Development Act, 92 of 1998 or any contracts entered into or any conditions fixed thereunder ;
 - (c) not apply to any employee or working Partner, Director or Member who at the date of the coming into operation of this Agreement is, or thereafter becomes, a participant in and member of any other fund providing pension and/or provident benefits, which is in existence on the said date and in which the employer of that employee is on the said date a participant, or to the employer of such employee, during such period only as such other fund continues to operate and both employer and employee are participants therein, if in the opinion of the Council the benefits which the other fund provided are on the whole not less favourable than the benefits provided by the Council's fund ;
- (3) Notwithstanding the provisions of this clause, employers who carry on not more than one business within the scope of application of this collective agreement and who employ less than five employees at all times in connection with such business, shall be entitled to the phasing in concessions as contained within Clause 1(3) of the main collective agreement, provided that for the purpose of giving effect to Clause 13(1)(d) of this agreement, the contribution shall be based on the wage prescribed for the highest paid employee in Schedule A of the Main Collective Agreement.
- (4) The provisions of Sub-Clause 3 shall not apply where an employer has more than four employees in his employ at the date of the coming into operation of this Collective Agreement, and subsequently reduces this number of employees to fewer than five.
- (5) The terms of this agreement shall not apply to non-parties in respect of clauses 1 (1)(a) and 2.
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2. PERIOD OF OPERATION OF AGREEMENT

This agreement shall come into operation for the parties to this Agreement on 01 July 2008 and for non-parties on such date as may be decided upon by the Minister of Labour in terms of Section 32 of the Labour Relations Act, 1995 as amended and shall remain in force until 31 July 2011.

3. CLAUSE 13: CONTRIBUTIONS

Add the following new sub-clause after the existing clause 13(1)(a) :

- (i) Notwithstanding the requirements as contained within clause (a), additional contributions shall be made in the same manner as prescribed under clause (a), as set out in columns C and D of Annexure A.

4. ANNEXURE A

Replace the existing Annexure A in its entirety with the following new Annexure A:

Schedule of total deductions and contributions to be made in terms of Clause 13(1)(a) of the Agreement towards the Provident Fund for the Furniture Manufacturing Industry, KwaZulu-Natal, the Natal Furniture Workers' Sick Benefit Society, the Natal Furniture Workers' Mortality Benefit Association and the Chemical, Energy, Paper, Printing, Wood and Allied Workers Union Health Plan.

A Employee's weekly deductions from wages 7.25 per cent of actual hours worked to a maximum of 44 hours per week.	B Employer's weekly contribution 7.25 per cent of actual hours worked to a maximum of 44 hours per week.
C An additional weekly contribution of R15.00 to be deducted from Employees' wages for those employees who are members of the Natal Furniture Workers' Sick Benefit Society	D An additional weekly contribution of R5.50 to be made by the Employer.
An additional weekly contribution of R25 to be deducted from employees who are members of the Chemical, Energy, Paper, Printing Wood and Allied Workers' Union Health Plan.	An additional weekly contribution of R5.50 to be made by the Employer.

Signed at Durban on this 02 day of June 2008.

S. GOVENDER
CHAIRPERSON

A.KHAN
VICE-CHAIRPERSON

G.J.P. BLIGNAUT
SECRETARY OF THE COUNCIL