

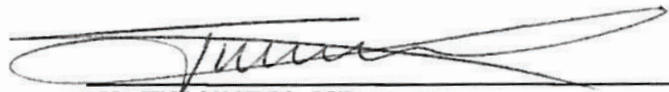
DEPARTMENT OF EMPLOYMENT AND LABOUR

NOTICE 601 OF 2021

LABOUR RELATIONS ACT, 1995

BARGAINING CONCIL FOR THE FURNITURE MANUFACTURING INDUSTRY KWAZULU NATAL: EXTENSION OF PERIOD OF OPERATION OF THE MAIN COLLECTIVE AGREEMENT

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the period fixed in Government Notice No R.427 of 15 March 2019 and R. 411 of 9 July 2021 by a further period ending **30 June 2023**.

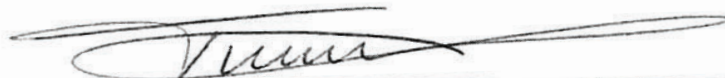


MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 04/10/2021

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****BARGAINING CONCIL FOR THE FURNITURE MANUFACTURING INDUSTRY KWAZULU NATAL: UKWELULWA KWESIKHATHI SOKUSEBENZA KWESIVUMELWANO ESIYINGQIKITHI**


Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nezabasebenzi, lapha ngokwesigaba 32(6)(a)(i) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngimemezela ukuthi isikhathi sokusebenza kwesivumelwano esinqunywe kwiSaziso sikaHulumeni esingunombolo R.427 womhlaka 15 kuNdasa 2019 no R. 411 womhlaka 9 kuNtulikazi 2021 sengeziwe ngesikhathi esiphela ngomhlaka **30 kuNhlangulana 2023**.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 04/10/2021

LABOUR RELATIONS ACT, 1995**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING
INDUSTRY KWAZULU NATAL: EXTENSION TO NON-PARTIES OF THE
MAIN COLLECTIVE AMENDING AGREEMENT**

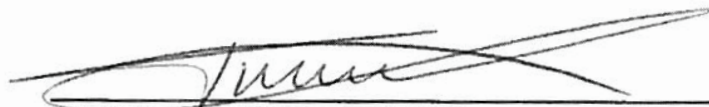
I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Furniture Manufacturing Industry 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 2023.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 04/10/2021

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING
INDUSTRY KWAZULU NATAL: UKWELULELWA KWESIVUMELWANO
PHAKATHI KWABAQASHI NABASEBENZI ESIYINGQIKITHI SELULELWA
KULABO ABANGEYONA INGXEENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi neZabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa kwi **Bargaining Council for the Furniture Manufacturing Industry KwaZulu Natal**, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomSombuluko wesibili emuva kokushicilelwa kwalesisaziso kuze kube isikhathi esiphela ngomhlaka 30 kuNhlangulana 2023.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 04/10/2021

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 being
the parties to the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal to
extend, amend the Agreement published under Government Notices No. R. 427 of 15 March
2019 and R. 411 of 9 July 2021.

INDEX

Substitute the following for the Index:

INDEX*PART 1**

1. SCOPE OF APPLICATION
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3. DEFINITIONS
4. PIECE WORK
5. INCENTIVE SCHEME

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6. OUTWORK
7. ORDINARY HOURS OF WORK
8. LIMITATION OF OVERTIME
9. SHORT TIME
10. WAGE
11. PAYMENT OF WAGES
12. PAYMENT FOR OVERTIME AND WORK ON PAID PUBLIC HOLIDAYS
13. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED
14. HOLIDAYS AND HOLIDAY FUND
15. HOLIDAY FUND
16. EXPIRY OF COLLECTIVE AGREEMENT
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20. EXHIBITION OF AGREEMENT
21. KEEPING OF RECORDS
22. ENFORCEMENT OF COLLECTIVE AGREEMENT
23. DISPUTES AND DISPUTES ABOUT THE INTERPRETATION OF THIS COLLECTIVE AGREEMENT
24. EMPLOYMENT OF MINORS
25. LEARNERS AND LEARNERSHIPS
26. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION
27. ABATEMENT OF WAGES
28. TERMINATION OF CONTRACT OF EMPLOYMENT
29. DISCIPLINARY AND GRIEVANCE CODES AND PROCEDURES
30. SICK LEAVE
31. SHOP STEWARDS LEAVE
32. MATERNITY LEAVE
33. FAMILY RESPONSIBILITY LEAVE
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35. NORMAL RETIREMENT AGE
36. TWO TIER BARGAINING
37. TRADE UNION SUBSCRIPTIONS
38. TRADE UNION REPRESENTATIVES
39. MEMBERSHIP SUBSCRIPTIONS - KZNFMA :
40. EXPENSES OF THE COUNCIL
41. ADMINISTRATION OF AGREEMENT

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- 42. FINES
- 43. ULTRA VIRES

PART 2

ANNEXURE A

ANNEXURE B

ANNEXURE C "

PART 1

1. SCOPE OF APPLICATION

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

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

(a) Furniture:

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

- (i) dressers, cupboards, units for the housing of sinks and appliances, grocery cupboards, shelves, pigeon holes, worktops, tables, chairs, benches and pelmets ;



- (ii) multi purpose cabinets which can be used either singly or in combination with each other for various purposes, including kitchen dressers, kitchen cupboards and fittings including cupboards and / or cabinets in any other part of a building ;
- (iii) headboards and pedestals for beds, wardrobes and wall units ;
- (iv) other cabinets and cupboards, benches, tables, chairs, benches for laboratories, shops, offices or banks ;
- (v) counters, shelves and cupboards for use in bars, hotels, shops, offices or banks.
- (vi) the assembly of and fitting in any building of any type of furniture ;
- (vii) the repairing or remedying in any building of any type of furniture ;

(b) **Bedding :**

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

(c) **Upholstery :**

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

(d) **Curtain Making :**

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

(e) **Cane Furniture :**

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

(f) **Ancillary Items :**

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

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- (f) the erection, completion, renovation, repair, maintenance or alteration of permanent finish of buildings or structures, including but not limited to mouldings, skirting boards, panelling, shelving, banisters, partitioning and shall include doors and door frames, windows and window frames.
 - (g) Manufacturing of metal furniture, metal bedsteads and furniture manufactured wholly from plastic materials, shall be excluded.
- 2. Notwithstanding the provisions of sub-clause (1), the provisions of this Collective Agreement shall –
 - (a) only apply in respect of employees for whom minimum wages are prescribed in this Agreement and employers of such employees;
 - (b) apply to learners in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998, or any contracts entered into or any conditions fixed thereunder;
 - (c) not apply to professional, technical, administrative, sales and office staff. Provided that such employees are in receipt of regular remuneration in excess of the maximum rate prescribed in Annexure A of this Agreement, plus R35.00;
 - (d) not apply to managers, sub-managers, foremen and supervisory staff if such employees are in receipt of regular remuneration of not less than R132,870.44 per annum or, R156,312.93 per annum where the employer of such employee does not provide or maintain a registered retirement fund and a registered medical aid fund. These limits shall be increased from year to year by the same percentages as the increases granted to employees earning the highest rate set out in Annexure A of this Agreement;
- (3) Notwithstanding the provisions of sub-clauses (1) and (2), employers who carry on not more than one business within the scope of application of Part 2 Annexure A of this Agreement and who employs less than five employees at all times in or in connection such business, shall be entitled to the following phasing-in concessions: Provided that their employees consent to it, in writing in the prescribed form:

Phase One : First two years from Commencement.

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

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

Phase Two : Third year from Commencement.

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

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

Phase Three : Fourth year from Commencement.

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

In addition, the following contributions shall come into effect :

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

Phase Four : Fifth year from Commencement.

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

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

Phase Five : Sixth year onwards.

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

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

5. New Employees :

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

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

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall be binding on the Parties to this Agreement as from 01 July 2021 and shall come into operation in respect of non-parties on such date as the Minister of

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Labour extends the Agreement to non-parties and shall remain in force ending 30 June 2023.

3. CLAUSE 3. DEFINITIONS

- (1) Insert the following new definition of "New Employee" after the definition of "machine feeder":

"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.

- (2) Substitute the following definition for the definition of "normal retirement age"
"normal retirement age" means the age of 60 years.

4. CLAUSE 8. LIMITATION OF OVERTIME

Substitute the following for sub-clause 8.1:

- "(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."

5. CLAUSE 11. PAYMENT OF WAGES

Substitute the following for sub-clause 11.8:

- "(8) In addition to any other remuneration due, an employee shall be paid a subsistence allowance of R100 per night for any one period extending one or more nights excluding accommodation."

6. CLAUSE 28. TERMINATION OF CONTRACT OF EMPLOYMENT

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Substitute the following for sub-clause 28.2(c):

- "(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"

7. CLAUSE 33. FAMILY RESPONSIBILITY LEAVE

Substitute the following for sub-clause 33.2:

- "(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."

- 8 Substitute the heading of clause 34 "NORMAL RETIREMENT AGE" with the heading "PARENTAL BENEFITS".

34. PARENTAL BENEFITS

- 9 Substitute clause 34 in its entirety as follows:

"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).

1) 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
 - (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.



2) 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.
10. Substitute the heading of clause 35 **"TWO TIER BARGAINING"** with the heading **"NORMAL RETIREMENT AGE"**.

35. NORMAL RETIREMENT AGE

11. Substitute clause 35 in its entirety as follows:
- "(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."
12. Substitute the heading of clause 36 **"TRADE UNION SUBSCRIPTIONS"** with the heading **"TWO TIER BARGAINING"**.



36. TWO TIER BARGAINING

13 Substitute clause 36 in its entirety as follows:

- "(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."

14. Substitute the heading of clause 37 "**MEMBERSHIP SUBSCRIPTIONS-KZNFMA**" with the heading "**TRADE UNION SUBSCRIPTIONS**".

37. TRADE UNION SUBSCRIPTIONS

15. Substitute clause 37 in its entirety as follows:

- "(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."

16. Insert the heading of clause 38 with the heading **"TRADE UNION REPRESENTATIVES"**.

38. TRADE UNION REPRESENTATIVES

17. Insert clause 38 in its entirety as follows:
- "(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;
 - 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."
18. Substitute the heading of clause 39 **"EXPENSES OF THE COUNCIL"** with the heading **"MEMBERSHIP SUBSCRIPTIONS-KZNFMA"**.

39. MEMBERSHIP SUBSCRIPTIONS- KZNFMA

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19. Substitute clause 39 in its entirety as follows:

- (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.

20. Substitute the heading of clause 40 "ADMINISTRATION OF AGREEMENT" with the heading "EXPENSES OF THE COUNCIL".

40. EXPENSES OF THE COUNCIL

21. Substitute clause 40 in its entirety as follows:

- (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.

22. Substitute the heading of clause 41 "ULTRA VIRES" with the heading "ADMINISTRATION OF AGREEMENT".

41. ADMINISTRATION OF AGREEMENT

23. Substitute clause 41 in its entirety as follows:

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.

24. Insert the heading of clause 42 with the heading "FINES".

42. FINES

25. Insert clause 42 in its entirety as follows:

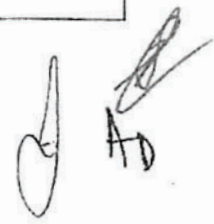
- 1 The fine that the Secretary may impose and an arbitrator shall impose for a failure to comply with a provision of the Collective Agreement –
- Not involving a failure to pay an amount due to an employee/party in terms of any provision shall be the fine determined in terms of Table One; or
 - Involving 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.

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.



26. Insert the heading of clause of clause 43 "ULTRA VIRES".

43. ULTRA VIRES

27. Insert clause 43 in its entirety as follows:

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

PART 2

ANNEXURE A

1. SCOPE OF APPLICATION

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

2. PERIOD OF OPERATION

- (1) This part of the Agreement is effective from the coming into operation of this Agreement until 30 June 2023.

3. WAGE LEVELS

28. Substitute clause 3 in its entirety with the following

- 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 2021 for parties and for non parties with effect from the coming into operation of the Agreement
Unskilled	As per National Minimum Wage
Semi Skilled	R23-48 per hr
Skilled	R25-10 per hr
Chargehand/ Foreman/ Supervisor	R27-07 per hr

The prescribed minimum wage rates to be increased by the same percentage increase applied to the national minimum wage.

4. WAGE INCREASE

29. Substitute clause 4 in its entirety with the following

- 4.1. Party Shops : Subject to the provisions of Sub-Clause 4.3 and 4.4, all categories of employees to receive a 6% wage increase on actual wages paid as from the 1 July 2021.
- 4.2. For those employees whom received the awarded National Minimum Wage increase of 4.48%, their wages will be increased by 1.52% from the 1 July 2021.
- 4.3. Non-Party Shops : All categories of employees to receive an increase of 6% 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 of 4.48%, their wages will be increased by 1.52% from coming into operation of this Agreement.
- 4.5. The wage increases as per Sub-Clause 4.1. to 4.4. above, shall be subject to re-negotiations for the affected period as follows :
 - (a) In the event that the CPI rate be below 3,9% or above 9% the Parties to this Agreement shall meet to re-negotiate the wage increase relating to the period affected.
- 4.6. Wage increase per category as from the first full pay week in July 2022 are as follows:-



Hourly wage rates	Percentage increase agreed
To and including R30.00	6%
Including R30.01 and above	5%

6. COUNCIL EXPENSES.

30. Substitute clause 6 in its entirety with the following

- *(1) Every employer shall deduct a Council Levy in the amount of R5.50 from the period of operation of this Agreement to 30 June 2022 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 R5.84 from the first full pay week in July 2022 to 30 June 2023 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. as would have been gazetted."

7. DEATH AND DISABILITY SCHEME

31. Substitute sub-clause 7(4) with the following

"(4) Benefits :

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

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

ANNEXURE B

1. SCOPE OF APPLICATION

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

2. PERIOD OF OPERATION

- 1 This Agreement shall be binding on the Parties as from 10 August 2021 until 30 June 2023
- 2 This agreement shall come into operation in respect of non-parties on such date as the Minister of Labour extends the Agreement to non-parties for the period ending 30 June 2023.

3. WAGE INCREASE

32. Substitute clause 3 in its entirety with the following

"3.1. Period 10 August 2021 for parties until 30 June 2022 and from the date as determined by the Minister until 30 June 2022:

3.1.1 As from the first full pay week from 10 August 2021 for parties and from the date as determined by the Minister, the following wage increases shall apply :

(a) An Across the Board (ATB) wage increase of 5.2% on actual wages.

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(b) For those employees who received a National Minimum Wage increase during the calendar year 2021, their wages will be increased with the difference between the ATB and the increase that was awarded during March 2021.

3.2 Period from 1 July 2022 to 30 June 2023, the following wage increases shall apply:

- (a) An Across the Board (ATB) wage increase of 5.2% on actual wages as from the first full pay week in July 2022.
- (b) For those employees who received a National Minimum Wage increase during the calendar year 2022, their wages will be increased the difference between the ATB and the NMW increase as awarded by government during the 2022 calendar year.
- (c) Employees earning above R30 per hour (ph), as at 30 June 2022, receives an increase of 1% less than the Across the board increase."

4. MINIMUM WEEKLY WAGE RATES

33. Substitute clause 4 in its entirety with the following

"4.1. Period 10 August 2021 for parties until 30 June 2023 and from the date as determined by the Minister until 30 June 2023:

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"

The prescribed minimum wage rates to be increased by the same percentage increase applied to the national minimum wage.

5. NATIONAL MINIMUM WAGE

34. Delete clause 5 in its entirety and renumber all clauses going forward under Annexure B.

5. LEAVE PAY

35. Substitute new clause 5 in its entirety with the following

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"5. LEAVE PAY

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

6. YEAR-END BONUS

36. Substitute new clause 6 in its entirety with the following

"6. YEAR-END BONUS

- 6.1. Year-end Bonusses shall be at the discretion of the employer."

7. COUNCIL EXPENSES

37. Substitute new clause 7 in its entirety with the following

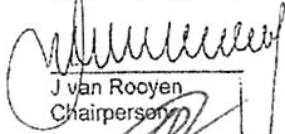
"7. COUNCIL EXPENSES

- 7.1. The Employer shall pay the Council a levy of R4.50 per employee per week from the first full pay week from 11 August 2021 for parties and from the date determined by the Minister the Employer to deduct an amount of R3.50 from each employee and to pay a total amount of R8.00 per employee per week monthly over to the Council in the prescribed form, by no later the 10th of each month following.
- 7.2. The Council shall be entitled to recover from an employer all monies in respect of legal fees as well as other expenses incurred in the recovery of all monies due not paid over to the Secretary of the Council at the appropriate attorney client scale in terms of this Agreement.
- 7.3. Every employer shall deduct a Council Levy in the amount of R4.00 from the first full pay week in July 2022 to 30 June 2023 and shall pay a levy of R5.50 per employee per week 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."
- 7.4. The Council levy to be increased annually by the same wage increase detailed in 3. as would have been gazetted."


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Signed at Durban on this 13th day of August 2021.



J van Rooyen
Chairperson



S J van Vuuren
Vice Chairperson



A.C. Davids
Secretary of the Council