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No. 31323

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IMPORTANT ANNOUNCEMENT

Closing times **PRIOR TO PUBLIC HOLIDAYS** for
GOVERNMENT NOTICES, GENERAL NOTICES, REGULATION NOTICES AND PROCLAMATIONS **2008**

The closing time is 15:00 sharp on the following days:

- ▶ **18 September**, Thursday, for the issue of Friday **26 September 2008**
- ▶ **11 December**, Thursday, for the issue of Friday **19 December 2008**
- ▶ **15 December**, Monday, for the issue of Wednesday **24 December 2008**
- ▶ **19 December**, Friday, for the issue of Friday **2 January 2009**

Late notices will be published in the subsequent issue, if under special circumstances, a late notice is accepted, a double tariff will be charged

The copy for a **SEPARATE Government Gazette** must be handed in not later than three calendar weeks before date of publication

BELANGRIKE AANKONDIGING

Sluitingstye **VOOR VAKANSIEDAE** vir
GOEWERMENTS-, ALGEMENE- & REGULASIEKENNISGEWINGS ASOOK PROKLAMASIES **2008**

Die sluitingstyd is stiptelik 15:00 op die volgende dae:

- ▶ **18 September**, Donderdag, vir die uitgawe van Vrydag **26 September 2008**
- ▶ **11 Desember**, Donderdag, vir die uitgawe van Vrydag **19 Desember 2008**
- ▶ **15 Desember**, Maandag, vir die uitgawe van Woensdag **24 Desember 2008**
- ▶ **19 Desember**, Vrydag, vir die uitgawe van Vrydag **2 Januarie 2009**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

Wanneer 'n **APARTE Staatskoerant** verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

**GOVERNMENT NOTICES
GOEWERMENTSKENNISGEWINGS**

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID**

No. R. 849

15 August 2008

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE RESTAURANT, CATERING AND ALLIED TRADES:
EXTENSION OF RE-ENACTMENT AND AMENDMENT OF MAIN COLLECTIVE
AGREEMENT TO NON-PARTIES**

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 Restaurant, Catering and Allied Trades** and is binding in terms 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 those trades, with effect from **1 September 2008** and for the period ending 31 May 2011.

**M M S MDLADLANA
MINISTER OF LABOUR**

No. R. 849

15 Augustus 2008

WET OP ARBEIDSVERHOUDINGE, 1995**BEDINGINGSRAAD VIR DIE RESTOURANT-, SPYSENIERS- EN VERWANTE
BEDRYWE: UITBREIDING VAN HERBEKRAGTIGING EN WYSIGING VAN HOOF
KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

EK, **MEMBATHISI MPHUMZI SHEPHERD MDLADLANA**, Minister van Arbeid, verklaar hierby, kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995, dat die kollektiewe ooreenkoms wat in die Engelse Bylae hiervan verskyn, en wat in die **Bedingingsraad vir die Restourant-, Spyseniërs- en Verwante Bedrywe** aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Bedrywe, met ingang van **1 September 2008** en vir die tydperk wat op 31 Mei 2011 eindig.

M M S MDLADLANA
MINISTER VAN ARBEID

SCHEDULE**BARGAINING COUNCIL FOR THE RESTAURANT, CATERING
AND ALLIED TRADES AGREEMENT**

in accordance with the provisions of the Labour Relations Act, No. 66 of 1995,
made and entered into by and between -

CATRA - The Restaurant and Food Services Association of South Africa

(hereinafter referred to as "the employer" or "the employers' organisation"), of the
one part, and

**The South African Commercial, Catering and Allied Workers' Union
Hotel, Liquor, Catering, Commercial and Allied Workers' Union of South Africa
(HOTELICCA) -**

and

Industrial Commercial & Allied Workers' Union (ICAWU) -

(hereinafter referred to as the "trade unions"), of the other part, being the parties to
the Bargaining Council for the Restaurant, Catering and Allied Trades.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Restaurant,
Catering and Allied Trades -

- (a) by all employers who are members of the employers' organisation and
by all employees who are members of the trade unions;

(b) in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp, Randburg, Randfontein, Roodepoort, Springs, Stilfontein and Westonaria.

(2) The terms of this Agreement shall not apply to non-parties in respect of clauses 1(1)(a), 2 and 3 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on the date fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties, or on the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force for the period ending 31 May 2011.

3. SPECIAL PROVISIONS

The provisions contained in clauses 22(2) and 22(3) of the Collective Agreement published under Government Notice No. R. 707 of 22 May 1998, as re-enacted and amended by Government Notice No. R. 78 of 4 September 2000, as further re-enacted and amended by Government Notices R.170 of 23 February 2001, R. 520 of 26 April 2002, R. 177 of 7 February 2003 and R. 858 of 2 September 2005, (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 21, 21(B), 22(1), 22(2)(b), 22(4) and 23 up to and including 29 of the Former Agreement shall apply to all employers and employees.

5. CLAUSE 3: INDUSTRIAL ACTION

Substitute the following new clause 3(2) for the existing clause 3(2):

"(2) The forum for negotiation and conclusion of substantive agreements on wages, benefits and other conditions of employment between the members of the employers' organisation party to this Agreement, on the one hand, and employees and trade unions, on the other hand, shall be the Bargaining Council and not at shop-floor level." .

6. CLAUSE 4: DEFINITIONS

(1) In clause (4), after the definition of "clerk/cashier" and before the definition of "cook", delete the existing definition of "contract waiter" and insert the following definition of "commission work":

"commission work" means work where an employer and employee have agreed in writing before the work commences that the employee will on a regular basis perform work on which a commission will be paid;" .

(2) Substitute the following definition of "small employer" for the existing definition of "small employer":

"small employer" means an employer who does not employ more than ten (10) employees at any one time;" .

7. CLAUSE 5: WAGES

Substitute the following new clause 5(1)(a) for the existing clause 5(1)(a):

"(a) Employees, other than part-time, casual, special function and commission worker(s) employed in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp,

Randburg, Randfontein, Roodepoort, Springs, Stilfontein and Westonaria.

Minimum prescribed rate per hour in Rand for the period(s) -

Category/Class	Until 31/05/2009	1/06/2009 - 31/05/2010	1/06/2010 – and thereafter
	Hourly rate	Hourly rate	Hourly rate
Chef Manager	R18,74	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Assistant manager	R13,14	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Bartender Cashier Clerk Security guard Supervisor	R11,47	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Assistant bartender Assistant cashier	R9,86	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Head cook Head waiter Head wine steward Management trainee Receptionist	R9,60	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Kitchen supervisor	R8,75	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Counter assistant Part-time driver Waiter/wine steward	R8,54	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Employee not elsewhere specified	R8,47	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Motor vehicle driver(s) (a) Extra heavy	R11,57	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%

(b) Heavy	R10,03	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
(c) Medium	R9,73	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
(d) Light	R8,40	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Baker Cook	R8,55	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Catering assistant Delivery employee General assistant	R8,76	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Watchman	R8,76	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%

(2) Substitute the following new clause 5(1)(c) for the existing clause 5(1)(c):

"(c) *Commission workers:*

(i) An employer and employee may agree in writing that the employee will perform commission work on a regular basis.

(ii) An employer shall pay an employee the rates applicable for commission work as agreed: Provided that irrespective of the commission earned, the employer shall pay such an employee not less than the prescribed minimum wage for the period worked.

(iii) An agreement to perform commission work in terms of this clause shall be concluded before the work commences and shall include -

- (aa) the employee's wage and rate;
- (ab) the basis for calculating commission;

- (ac) the period over which the payment is calculated, which period may not be longer than one month;
- (ad) when the employer shall pay the commission to the employee, which commission may not be paid more than seven days after the end of the period in which the commission is earned; and
- (ae) the type, description, number, quantity, margin, profit or orders (individual, weekly, monthly or otherwise) for which the employee is entitled to earn commission.

(iv) The employer shall supply the employee with a copy of the agreement to perform commission work.

(v) If, during any calculation period, the employee does not earn an amount equivalent to at least the prescribed minimum wage, excluding any gratuity or gift received from a customer for service rendered, because of any act or omission by or on behalf of the employer or because the employer has restricted the employee's ability to earn commission in terms of the agreement, the employer shall pay the employee at least the applicable minimum wage as prescribed.

(vi) An employer who intends to cancel or amend the agreement in operation relating to commission work, or the rates applicable thereunder, shall give the affected employee not less than four weeks' notice of such intention."

(3) Insert the following new subclause (7) after subclause (6):

"(7) **Night work:** An employer who requires a full-time employee, other than a commission worker, a casual employee, a special function casual employee and employees referred to in clause 9(8) to perform night work, shall pay such an employee an amount of R0,88 per hour, as a shift allowance, in addition to the employee's salary for the hours worked between 18:00 and 06:00 or grant the employee at least 10 minutes' time off on full pay, for every hour worked at the end

of each week."

(4) Insert the following new subclause (8)(A) after the existing subclause (8):

"(8)(A) **Additional bonus:** After 1 June 2009, all employees, other than part-time, casual, special function and commission workers, who have been employed by the same employer for a minimum period of 24 consecutive months, shall receive one week's wages as an additional bonus to be paid by the employer, at the month end of the employee's anniversary date."

(5) Insert the following new subclause (10) after the existing subclause (9):

"(10) **Work on Sunday:** An employer, other than a small employer, shall pay an employee, other than a commission worker, a casual employee or a special function casual employee, who ordinarily works on a Sunday, at one and a half times the employee's wage for each hour worked as from 1 January 2009: Provided that an employer may grant an employee who works on a Sunday, paid time off equivalent to the difference in value between the pay received by the employee for working on a Sunday and the pay that the employee is entitled to in terms subclause (1)."

8. CLAUSE 8: UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

Substitute the following new clause 8(3) for the existing clause 8(3):

"An employer may agree with an employee that the employee shall clean his or her wearing apparel in his or her own time, for which the employer shall pay the employee R12,50 per week for the year ending 2009, R15,00 per week for the year ending 2010 and R17,50 per week for the year ending 2011. This amount shall not be payable when the employee is off work."

9. CLAUSE 16 (A): FAMILY RESPONSIBILITY LEAVE

Substitute the following new clause 16(A) for the existing clause 16(A):

"16(A) ***Family responsibility leave:***

(1) An employee who has been in employment with the same employer for longer than twelve months, and who works for at least five days a week for that employer, at the request of the employee shall be entitled to four (4) days' paid leave, and four (4) days' unpaid leave during each annual leave cycle which may be taken -

- (a) when the employee's child is born;
- (b) when the employee's child or adopted child is sick;
- (c) in the event of the death of the employee's spouse, life partner, parent, adopted parent, grandparent, child, adopted child, grandchild or sibling.

Before an employee may be paid for leave in terms of this clause, the employee shall submit proof of an event contemplated in subclause (1) for which the leave was taken. An employee's unused entitlement to leave in terms of this clause shall expire at the end of the leave cycle in which it accrues."

10. CLAUSE 17: MEALS, TRANSPORT AND LATE-NIGHT WORK

(1) Substitute the following new clause 17(1)(v) for the existing clause 17(1)(v):

"(v) The meals shall be adequate as regards the quantities of food supplied, and reasonable in respect of content and quality."

(2) Substitute the following new clause 17(2)(b) for the existing clause 17(2)(b):

"(b) In the event that an employee, other than a special-function casual employee, a casual employee or a commission worker, works after 22:30, and has been authorised so to work, the employer shall pay such employee R115,00 per month for the year ending 2009, R120,00 per month for the year ending 2010 and R125,00 per month for the year ending 2011 as "late-night allowance": Provided that

if an employer daily provides free transport home for late-night workers, the employer shall not be required to pay such an allowance to those employees."

11. CLAUSE 21: INCOME AND EXPENSES OF THE COUNCIL

Delete subclause 21(6).

12. CLAUSE 25: RIGHTS AND OBLIGATIONS OF THE TRADE UNIONS

Substitute the following new clause 25(6)(a) for the existing clause 25(6)(a):

"(6) ***Leave for trade union activities:*** (a) Trade union representatives of a party to the Council may be granted five (5) days' paid and five (5) days' unpaid training leave per annum by the employer to undergo training or to attend a conference on any subject relevant to the performance of the functions of a trade union representative: Provided that no days' training or conference leave shall be permitted to be taken on Fridays, Saturdays, Sundays or public holidays."

13. Delete the word "contract waiter" wherever it occurs in clauses 5, 6, 13, 14, 16 and 17, and the entire Annexure "J".

Signed in Johannesburg this 30th day of May 2008.

MR D. DAKILE
CHAIRPERSON

MR N. LEONTSINIS
VICE-CHAIRPERSON

MR B. MAGQAZA
SECRETARY

No. R. 850

15 August 2008

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

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 30 June 2010.

**M M S MDLADLANA
MINISTER OF LABOUR**

No. R. 850

15 Augustus 2008

WET OP ARBEIDSVERHOUDINGE, 1995**BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU NATAL:
UITBREIDING NA NIE-PARTYE VAN HOOF KOLLEKTIEWE
WYSIGINGSOORENKOMS VIR DIE METRO GEBIEDE**

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, verklaar hierby, kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995 dat die kollektiewe ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Meubelnywerheid, Kwazulu Natal aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 25 Augustus 2008 , en vir die tydperk wat op 30 Junie 2010 eindig.

**M M S MDLADLANA
MINISTER VAN ARBEID**

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

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 Main Collective
Agreement published under Government Notices Nos R. 396 dated 2 April
2004, R. 1142 dated 8 October 2004, R. 618 dated 1 July 2005, R. 1205
dated 15 December 2005, R. 1219 dated 8 December 2006, R. 123 dated
16 February 2007 and R. 1066 dated 16 November 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 employers' organisation and by all employees who are members of the trade unions and who are engaged or employed therein;
 - (b) in Area A, which consists of the Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie.
- (2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall -
- (a) apply only in respect of employees for whom minimum wages are prescribed in this Agreement;
 - (b) apply to learners in so far as the provisions are not inconsistent with the provisions of the Skills Development Act, No. 92 of 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 Schedule A of the former Agreement, excluding paragraph (XXI) plus R35,00;
 - (d) not apply to managers, submanagers, foremen and supervisory staff if such employees are in receipt of regular remuneration of not less than R40 920,00 per annum or, where the employer of such staff does not provide or maintain a registered pension or registered provident fund and a registered medical aid fund, R48 140,00 per annum. These limits shall be increased from year to year by the same percentage as the increases granted

to employees earning the highest rate set out in Schedule A of the former Agreement.

- (3) Notwithstanding the provisions of subclauses (1) and (2), 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 or in connection with such business, will be entitled to the following phasing-in concessions: Provided that their employees consent to such phasing-in:

PHASE ONE: First two years of registration

During this period the employer shall be exempt from the provisions of Schedule A and clause 38B.

Any pro-rata holiday pay benefits accrued by employees during the first two years of registration with the Council shall be paid by the employer in terms of the Basic Conditions of Employment Act, 1997, when due.

PHASE TWO: Third year of registration

During this period employees shall be remunerated at not less than 60% of the rate of pay prescribed in Schedule A and clause 38B.

Any pro-rata holiday pay benefits accrued by employees during the third year of registration with the Council shall be paid by the employer in terms of the Basic Conditions of Employment Act, 1997, when due.

PHASE THREE: Fourth year of registration

During this period employees shall be remunerated at not less than 75% of the rate of pay prescribed in Schedule A and clause 38B.

In addition, the following contributions shall come into effect:

Clause 13 - Holidays and Holiday Fund.

PHASE FOUR: Fifth year of registration

During this period employees shall be remunerated at not less than 90% of the rate of pay prescribed in Schedule A and clause 38B.

In addition, the following contributions shall come into effect:

- (a) Clause 13 - Holidays and Holiday Fund.
- (b) Provident Fund and Mortality Benefit contributions prescribed in that Collective Agreement, as amended and extended from time to time.

PHASE FIVE: From sixth year onwards

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

- (4) The provisions of subclause (3) shall not apply where an employer has more than four employees in his or her 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.

2. PERIOD OF OPERATION

This Collective Agreement shall be binding on the parties to this Agreement as from 1 July 2008 and shall come into operation in respect of non-parties on such date as the Minister of Labour extends the Collective Agreement to non-parties and shall remain in force until 30 June 2010.

3. CLAUSE 9: SHORT TIME

Add the following new sub-clause after the existing sub-clause 4:

"(5) In the event that a dispute about short time is referred to the Council, the Council shall arbitrate the dispute.

The Secretary of the Council shall have the authority to appoint such arbitrator.

If the arbitrator, in concluding the matter, makes an award against the employer, the employer shall be responsible for all costs incurred relating to the arbitration, and the Council shall be entitled to recover such costs from the employer."

4. CLAUSE 26: WAGES

Insert the following new sub clauses 26 (2) and 26 (3):

Wage increases for the period 1 July 2008 to 30 June 2009:

(2) Party Shops:

A wage increase of 8% per week calculated on the actual wages paid within Party Shop establishments as from 1 July 2008.

(b) Non-party shops:

A wage increase of 8% per week calculated on the actual wages paid within non-party shop establishments effective from such date as the Minister of Labour extends the Collective Agreement to non-parties.

Signed at **Durban** this **2nd** day of **June 2008**

S. GOVENDER
CHAIRPERSON

A. KHAN
VICE-CHAIRPERSON

G.J.P. BLIGNAUT
SECRETARY OF THE COUNCIL

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**

No. R. 851

15 August 2008

WET OP ARBEIDSVERHOUDINGE, 1995**BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL:
UITBREIDING NA NIE-PARTYE VAN VOORSORGFONDS EN
STERFTEBYSTANDSVERENIGING KOLLEKTIEWE
WYSIGINGSOOREENKOMS**

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, verklaar hierby, kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Meubelnywerheid, Kwazulu-Natal aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 25 Augustus 2008 , en vir die tydperk wat op 31 Julie 2011 eindig.

**M M S MDLADLANA
MINISTER VAN ARBEID**

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 ;

- (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.

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	B
Employee's weekly deductions from wages 7.25 per cent of actual hours worked to a maximum of 44 hours per week.	Employer's weekly contribution 7.25 per cent of actual hours worked to a maximum of 44 hours per week.
C	D
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	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

No. R. 852

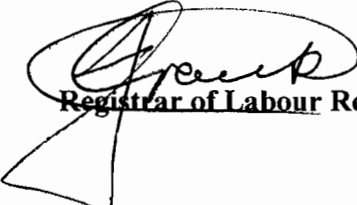
15 August 2008

DEPARTMENT OF LABOUR

LABOUR RELATIONS ACT, 1995

**CANCELLATION OF REGISTRATION OF A BARGAINING COUNCIL -
COMMERCIAL DISTRIBUTIVE TRADE BARGAINING COUNCIL,
KIMBERLEY**

I, Johannes Theodorus Crouse, Registrar of Labour Relations, hereby notify, in terms of section 61(7) of the Labour Relations Act, 1995, that I have cancelled the registration of the **Commercial Distributive Trade Bargaining Council, Kimberley** by removing the name of the council from the register of councils with effect from 7 August 2008.


Registrar of Labour Relations

No. R. 852

15 Augustus 2008

DEPARTEMENT VAN ARBEID

WET OP ARBEIDSVERHOUDINGE, 1995

**INTREKKING VAN REGISTRASIE VAN 'N BEDINGINGSRAAD -
BEDINGINGSRAAD VIR DIE KOMMERSIËLE DISTRIBUSIEBEDRYF,
KIMBERLEY**

Ek, Johannes Theodorus Crouse, Registrateur van Arbeidsverhoudinge, maak hierby, ingevolge artikel 61(7) van die Wet op Arbeidsverhoudinge, 1995, bekend dat die registrasie van die **Bedingingsraad vir die Kommersiële Distribusiebedryf, Kimberley** met ingang van 7 Augustus 2008 ingetrek is deur die naam van die bedingingsraad te verwyder van die register van bedingingsrade.


Registrateur van Arbeidsverhoudinge