

5th DRAFT
2010 ANNUAL WAGE AGREEMENT
for the
FURNITURE BARGAINING COUNCIL

MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN:

FURNITURE, BEDDING & UPHOLSTERY MANUFACTURERS' ASSOCIATION (FBUMA)

and

CURTAIN MAKERS' & ALLIED PRODUCTS ASSOCIATION (CMAPA)

and

NATIONAL UNION OF FURNITURE AND ALLIED WORKERS OF SOUTH AFRICA (NUFAWSA)

and

**CHEMICAL, ENERGY, PAPER, PRINTING, WOOD AND ALLIED WORKERS UNION
(CEPPWAWU)**

The above parties being the parties of the Furniture Bargaining Council hereby agree to the following processes and amendments/inclusions to the Council's collective agreement, arising from annual wage negotiations conducted in terms of the Constitution of the Council, for implementation on 1 July 2010. The parties record their agreement as follows:

1. DURATION OF THE AGREEMENT

Parties to enter into an agreement for two years starting 1 July 2010 and ending 30 June 2012.

2. MINIMUM WEEKLY WAGE INCREASES AND A WAGE ALLOWANCE (NOT ATTRACTING ANY CONTRIBUTIONS)

a) Minimum weekly wage increases effective from 1 July 2010 shall be 7% of actual weekly wages for the period ending 30 June 2011.

b) In addition to a) above employees will receive an additional 1% of their basic wages (prior to the wage increase in a) above) as from 1 January 2011 as an allowance. This allowance shall be labelled a 2010 allowance and shall cease to exist on 1 July 2011.

c) A minimum weekly wage increase effective from 1 July 2011 shall be 7%, provided that the official CPI rate for the year ending May 2011 is not below 3% or above 6%. If the official CPI rate ending May 2011 is below 3% or above 6% the parties to the agreement shall meet to negotiate wage increases for the period 1 July 2011 to 30 June 2012.

3. **MINIMUM WEEKLY WAGE RATE – GENERAL WORKERS**

The minimum weekly wage rate of general workers shall increase with 7% on 1 July 2010.

4. **LEAVE PAY FUND CONTRIBUTIONS AND HOLIDAY BONUS FUND CONTRIBUTIONS**

Leave Pay Fund contributions and Holiday Bonus Fund contributions shall be calculated by, inter alia, including Paid Public Holidays, and Paid Trade Union Representative Leave.

5. **EMPLOYEE CONCESSION**

To stimulate employment and alleviate distress of the industry the following phases will apply to any new employee who commences employment with an employer for the first time after 1 July 2010.

Phase 1 (Year One)

- 100% of the prescribed minimum weekly wage rates for General Workers
- 85% of the prescribed minimum weekly wage rates for other categories of employees
- 100% of the prescribed Council Levies
- 100% of the prescribed Leave Pay Fund contributions
- 50% of an employees Union dues paid by the employer to the applicable Trade Union subject to the employee becoming a member of a Trade Union party to this agreement.

Phase 2 (Year Two)

- 100% of the prescribed minimum weekly wage rates for General Workers
- 90% of the prescribed minimum weekly wage rates for other categories of employees
- 100% of the prescribed Council Levies
- 100% of the prescribed Leave Pay Fund contributions
- 100% of the prescribed Sick Benefit Society contributions OR 100% of the prescribed Additional Provident Fund contributions
- Union fees as in Phase 1

Phase 3 (Year Three)

- 100% of the prescribed minimum weekly wage rates.
- 100% of the prescribed Council Levies
- 100% of the prescribed Leave Pay Fund contributions
- 100% of the prescribed Sick Benefit Society contributions OR 100% of the prescribed Additional Provident Fund contributions
- Union fees as in Phase 1

After completion of phase 3 all prescribed wages, Council levies and contributions will be applicable.



6. **ELECTRONIC PAYMENT OF COUNCIL BENEFITS**

All employees, to be paid Council benefits by means of electronic transfer of funds into their individual bank accounts.

7. **MEAL INTERVALS**

A lunch interval of between 30 minutes and 60 minutes must be afforded to employees by the employer.

8. **SHORT TIME**

Clause 8.10.1.2 to read as follows:

“An employee when on any day reports for duty at the usual starting time of the establishment and for whom no work is available, **or for whom work becomes unavailable during the course of the day**, shall be paid in respect of such day an amount of not less than four hours’ wages, unless he was notified by his employer previously that his services would not be required on the day in question.”

9. **EXTENSION OF AGREEMENT**

This agreement constitutes the entire collective amending agreement to be extended by the Minister of Labour.

10. **FAMILY RESPONSIBILITY LEAVE**

- a) An employee who has been employed with an employer for longer than four months shall be entitled to three days’ paid leave per annum at full pay, on submission of the necessary proof, when the employee’s child is born or when a child is sick, or upon the death of the employee’s spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and a further two days’ paid leave per annum at full pay, on submission of the necessary proof upon the death of the employee’s spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- b) An employee’s unused entitlement to leave in terms of this clause lapses annually and may not be accrued.

Signed at Johannesburg on this 30 day of April 2010.

N. J. BAHENHORST

On behalf of **FURNITURE, BEDDING
& UPHOLSTERY MANUFACTURERS'
ASSOCIATION (FBUMA)**

N. J. BAHENHORST
Print Name *JF LABUSCHAGNE*

R. Living

On behalf of **CURTAIN MAKERS' &
ALLIED PRODUCTS ASSOCIATION (CMAA)**

P. A. LIVING
Print Name

M. Seff

On behalf of **NATIONAL UNION OF
FURNITURE AND ALLIED WORKERS
OF SOUTH AFRICA (NUFAWSA)**

M. SEFF
Print Name

On behalf of **CHEMICAL, ENERGY, PAPER,
PRINTING, WOOD AND ALLIED WORKERS
UNION (CEPPWAWU)**

Print Name