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**GENERAL NOTICES • ALGEMENE KENNISGEWINGS**

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**DEPARTMENT OF LABOUR****NOTICE 19 OF 2017****LABOUR RELATIONS ACT, 1995****FURNITURE BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE  
MAIN COLLECTIVE AMENDING AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with section 32(3)(b) and (c), and section 32(8) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Furniture Bargaining Council**, 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 the date of publication of this Notice and for the period ending 30 June 2018.

  
**MINISTER OF LABOUR**  
22/12/2016

**SCHEDULE****FURNITURE BARGAINING COUNCIL****AMENDMENT OF THE MAIN COLLECTIVE AGREEMENT**

In accordance with the provisions of the Labour Relations Act 1995 (Act 66 of 1995)(as amended), made and entered into by and between the

**Furniture, Bedding & Upholstery Manufacturers' Association for the Greater Northern Region**

(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**

and

**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 parties to the Furniture Bargaining Council,

hereby agree to amend the Main Collective Agreement published under Government Notice No. R.903 of 14 November 2014, as amended and extended by Government Notice No. R.37 of 22 January 2016, R.368 of 27 June 2016 and Government Notice No. 946 of 26 August 2016.

**CHAPTER 1****CLAUSE 1: SCOPE OF APPLICATION**

- 1.1 The terms of this Agreement shall be observed in the Furniture, Bedding and Upholstery Manufacturing Industry-
- 1.1.1 by all employers who are members of the party employers' organisation, which is party to this Agreement and by all employees who are members of the party trade unions, which are party to this Agreement, and who are engaged or employed in the Furniture, Bedding and Upholstery Manufacturing Industry, respectively;
- 1.1.2 in the Provinces of Gauteng, North West, Mpumalanga, Limpopo and Free State.
- 1.2 Notwithstanding the provisions of clause 1.1 the provisions of this Agreement-
- 1.2.1 apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees; and
- 1.2.2 apply to learners under the Skills Development Act, 1998, or any contracts entered into or any conditions fixed thereunder.
- 1.3 The following provisions shall not apply to non-parties: Clauses 1.1.1, and 2 of Chapter 1.

**CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT**

- (1) This Agreement shall, in terms of section 31 of the Act, become binding on the above parties on 26 July 2016 until 30 June 2018.
- (2) This Agreement shall apply to non-parties on such a date as may be determined by the Minister of Labour in terms of section 32 of the Act and shall remain in force for the period ending 30 June 2018.

### 3. CLAUSE 3: DEFINITIONS

Substitute the definition of "Furniture, Bedding and Upholstery Manufacturing Industry" with the following:

"Furniture, Bedding and, Upholstery Manufacturing Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture, either in whole or as a complete unit or in part as a component or components, of all types of furniture and bedding as well as upholstery and/or re-upholstery and will, inter alia, include the following:

(1) **Furniture**

Repairing, staining, spraying, polishing, re-polishing, making loose covers and/or cushions, wood machining, veneering, woodturning, carving, assembling, painting, wood bending and laminating. Furniture manufacturing will also include the manufacturing, installation, repairing, polishing, re-polishing, staining, spraying of pianos, organs, movable room/office partitions, kitchen cupboards, kitchen cupboard tops, kitchen cupboard components (irrespective of materials used), attached wall cupboards, built-in cupboards, built-in cupboard components, free standing bars or built-in bar counters, cane, wicker or grass furniture, cabinets including cabinets for musical instruments and radios, wireless or television cabinets, bathroom cupboards, any other cupboard tops and furniture for tea-rooms, restaurants, offices, churches, schools, libraries, other educational institutions, conference centres and theatres but excluding the manufacturing of furniture made mainly of metal and/or plastic materials.

(2) **Bedding**

The manufacturing, repairing, covering, re-covering of mattress bases, mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches, spring units, box-spring mattresses and studio couches, but excluding the manufacturing of bedding made mainly of metal and/or plastic materials.

"Studio Couch" means an article of furniture, which is designed for seating and for conversion into a double bed or two or more beds and of which the frames are constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and/or cushions.

(3) **Upholstery**

The upholstering or re-upholstering of any furniture, or item of furniture, bedding, pelmets and mattress bases."

#### 4. NEWLY EMPLOYED EMPLOYEE CONCESSION

Substitute clause 8.3 with the following:

"8.3 In the event of an employee being re-employed who was previously employed without this concession, such an employee may not be re-employed under this newly employed employee concession unless the termination of employment was a result of operational requirements or resignation and the employer can provide proof to this effect."

#### ADDENDUM 1

#### CONTRIBUTIONS, LEVIES AND REGISTRATION FEE PAYABLE TO THE COUNCIL

#### 5. DEATH AND DISABILITY SCHEME (D.D.S.) CONTRIBUTIONS AND PROVIDENT FUND CONTRIBUTIONS IN RESPECT OF THE NEWLY EMPLOYED EMPLOYEE CONCESSION

Substitute clause 8.2.1 with the following:

"8.2.1 YEAR ONE of employment R10-46 per week per employee, payable by the employer only".

Agreement signed at Parktown on this <sup>25<sup>th</sup></sup> day of October 2016.

K CHAUKE  
Chairperson

L DIRKSEN  
Vice-Chairperson

WA JANSE VAN RENSBURG  
General Secretary