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**GOVERNMENT NOTICES**  
**GOEWERMENTSKENNISGEWINGS**

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**DEPARTMENT OF LABOUR**  
**DEPARTEMENT VAN ARBEID**

**No. R. 1271**

**28 November 2008**

**LABOUR RELATIONS ACT, 1995**

**FURNITURE BARGAINING COUNCIL: EXTENSION TO NON-PARTIES  
OF THE 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 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 ..... 08-12-2008 ..... and for the period ending 30 June 2010.

  
**MINISTER OF LABOUR**

**SCHEDULE****FURNITURE BARGAINING COUNCIL****COLLECTIVE AGREEMENT**

In accordance with the provisions of the Labour Relations Act 1995 (Act No 66 of 1995), made and entered into by and between the

**Furniture, Bedding and Upholstery Manufacturers' Association (FBUMA)**

and

**Curtain Makers' and Allied Products Association (CMAPA)**

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

**National Union of Furniture and Allied Workers of South Africa (NUFAWSA)**

(hereinafter referred to as the "employees" or the "trade union"), of the other part,  
being parties to the Furniture Bargaining Council

to amend the Agreement published under Government Notice No. R. 966 of 12  
September 2008 as amended and extended by government notices no. R. 1100 of 17  
October 2008.

## CHAPTER 1

### 1. CLAUSE 1: SCOPE OF APPLICATION

Substitute the following for clause 1:

1.1 The terms of this Agreement shall be observed in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry-

1.1.1 by all employers who are members of the party employers' organisations, which are party to this Agreement and by all employees who are members of the party trade union, which is party to this Agreement, and who are engaged or employed in the Furniture, Bedding, Upholstery and Curtain 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 shall-

1.2.1 apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees;

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, 2 and 3 of Chapter 1, Clause 2.2 of Chapter 2A and items 5.3 and 5.4 of Schedule 1.

**1.4 Threshold – Trade union organisational rights**

The terms of this Agreement and the application thereof shall be subject to the following in respect of trade union organisational rights threshold:

Any trade union duly registered in terms of section 96 of the Labour Relations Act and that can prove by means of reasonable identification, membership of employees in the Industry that it has a membership of at least 20% of the total number of employees in the Industry, shall be recognised as a sufficiently representative trade union entitled to exercise the rights set out in sections 12, 13 and 15 of the Labour Relations Act. As soon as sufficient representativeness has been proved to the parties, such sufficiently representative trade union shall be entitled to be treated for organisational purposes on an equal and fair footing with the other trade unions who are already members of the Bargaining Council.

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

Substitute the following for clause 2:

This Agreement shall, in terms of section 31 of the Act, become binding on the above parties on 1 July 2008 and for non-parties on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act and shall remain in force for the period ending 30 June 2010.

**SCHEDULE 1****3. CLAUSE 1: LEAVE PAY MONEYS**

- (1) Substitute the following for clause 1:

**"1. LEAVE PAY MONEYS**

- 1.1 The amount payable by the employer shall be calculated at 5% of the ordinary hours worked by the employee and on the hours which would ordinarily have been worked by the employee on paid public holidays only.
- 1.2 The amount payable for working employers shall be 5% of a foreman's prescribed minimum weekly wage.
- 1.3 No Leave Pay moneys are payable on wages which are payable for overtime wages, Sunday work, allowances and on wages which are payable for sick leave days, study leave days, family responsibility leave days and trade union representative leave days."

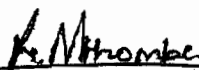
- (2) Substitute the following for clause 2:

**"2. HOLIDAY BONUS MONEYS**

The amount payable by the employer shall be calculated on the ordinary hours worked by the employee and on the hours which would ordinarily have been worked by the employee on paid public holidays only and shall be determined as follows:

- 2.1 10% of the employee's ordinary weekly wages if the employee has lost 20 minutes or less of the full possible number of ordinary hours that the employee is entitled to be paid for in any specific

Agreement signed at Johannesburg on this 17<sup>th</sup> day of June 2008.



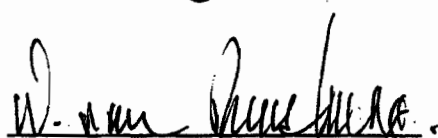
**R MTHOMBENI**

Chairman



**P LUNGA**

Vice-Chairman



**WA JANSE VAN RENSBURG**

General Secretary