

No. R. 240

25 March 2011

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

I, MILDRED NELISIWE OLIPHANT, 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 from4 April 2011..... and for the period ending 30 June 2012.

MN OLIPHANT
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 (CMAA)

(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 Collective Agreement published under Government Notice No. R. 965 of 29 October 2010 (hereinafter referred to as the "Former Agreement").

CHAPTER 1**1. SCOPE OF APPLICATION**

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-

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

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. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall, in terms of section 31 of the Act, become binding on the above parties on 7 December 2010 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 2012.

3. CLAUSE 8 OF THE FORMER AGREEMENT: TERMS OF EMPLOYMENT

8.3 Overtime

- (1) Substitute the following for clauses 8.3.1 and 8.3.2:

"8.3.1 All time worked in excess of an establishment's ordinary number of hours of work in a week shall be regarded as overtime.

8.3.2 An employer may request an employee to work overtime. This request shall not unreasonably be rejected and the employee shall not be permitted to work overtime in excess of 10 hours in any one pay week. All employees shall be given at least 24 hours' prior notice of overtime to be worked. For overtime to be worked in excess of 10 hours in any pay week, prior permission shall be obtained from the Council with proper written motivation."

- (2) Insert the following new clauses 8.3.5 and renumber clause 8.3.5 accordingly:

"8.3.5 Motor vehicle drivers and their crew shall not be required or permitted to work overtime-

8.3.5.1 in excess of 15 hours per day, which includes ordinary hours of work, overtime hours, lunch intervals and tea intervals; and

8.3.5.2 40 hours in any one week from Monday to Saturday."

4. CLAUSE 10 OF THE FORMER AGREEMENT: EXEMPTIONS

- (1) Substitute the heading of clause 10.1 "Exemption and Independent Appeal Body" with the heading "Exemptions Body and Independent Appeal Body".

- (2) Substitute the following for clause 10.2:

"10.2 Administration

- 10.2.1 Any person bound by this Collective Agreement may apply for exemption from any of the provisions of this Agreement.
- 10.2.2 An application for exemption shall be in writing on the Bargaining Council's prescribed application form, fully motivated, and served on the Bargaining Council. The Applicant or the Appellant, depending on the nature of the process, must satisfy the Body concerned that a proper application or appeal has been served on the appropriate body.
- 10.2.3 Whenever an employer applies for an exemption he or she shall consult with the affected workforce through their trade union representatives or, where there are no trade union representatives, with the affected workforce itself as to the need for the exemption and its effect on the affected employees and shall include in the application written proof of matters discussed during such consultation and written proof of the views expressed by the affected workforce during the consultation in this regard as well as the signed confirmation of all individually affected employees.
- 10.2.4 The Bargaining Council shall issue to every person to whom an exemption has been granted by either the Exemptions Body or the Independent Appeal Body, a notice of exemption, setting out the following:
 - 10.2.4.1 the full name of the person(s) or establishment concerned;
 - 10.2.4.2 the exact provision(s) of this Collective Agreement from which the exemption has been granted;
 - 10.2.4.3 the conditions subject to which the exemption was granted;
 - 10.2.4.4 the duration of the exemption; and
 - 10.2.4.5 the date from which the exemption shall operate.
- 10.2.5 The Bargaining Council must ensure that:-

- 10.2.5.1 all notices of exemption are issued to the applicants;
- 10.2.5.2 a copy of each notice is retained by the Bargaining Council.
- 10.2.6 The Bargaining Council may, on good cause shown, give the holder of an exemption 30 days' notice of its intention to apply to the Independent Appeal Body for the withdrawal of the exemption.
- 10.2.7 The following processes and criteria shall be considered with regard to an application for exemption from the provisions of any collective agreement concluded in the Bargaining Council:

In considering an application for exemption or an appeal against a refusal of exemption, the Bargaining Council or the Independent Appeal Body shall consider all recommendations submitted to it, the views expressed by the Bargaining Council, employer(s) and the affected workforce, as well as any other representations received in relation to that application and the possible effect of the exemption on competitors, employees and others;
- 10.2.8 the exemption may not contain terms and conditions that would have an unreasonably detrimental effect on the fair, equitable and uniform application in the Industry of any collective agreement concluded in the Bargaining Council;
- 10.2.9 no exemption may be granted for an indefinite period or as a total (blanket) exemption;
- 10.2.10 no exemption may be granted retrospectively for any liabilities incurred by an employer in terms of this agreement, such as levies and/or contributions, which became payable by the employer to the Council prior to the date on which the application for such an exemption was received by the Council.

CHAPTER 3
NEGOTIATING PROCEDURES AND DISPUTE SETTLEMENT PROCEDURES

5. CLAUSE 5 OF THE FORMER AGREEMENT: GENERAL

Insert the following new clause:5.11:

"5.11 Recovery of collection commission

In the event of the Council appointing attorneys and/or agents in relation to the enforcement and collection of any moneys owing to the Council in terms of this agreement then, over and above any amounts due to the Council, the party liable for such amounts will also be liable for any commissions and other expenses payable by the Council relating to the recovery of such moneys.

Agreement signed at Johannesburg on this 7 December 2010.

M SEFF
Chairman

P LUNGA
Vice-Chairman

WA JANSE VAN RENSBURG
General Secretary
