

No. R. 434

20 May 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 from .....30 May 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 (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.

**CHAPTER 1****1. CLAUSE 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;

S.P. [Signature]

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, 2 and 3 of Chapter 1, Chapter 2A and Clauses 5.1, 5.2, 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**

This Agreement shall, in terms of section 31 of the Act, become binding on the above parties on 5 April 2011 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.

SP [Signature]

**CHAPTER 2A****3. CLAUSE 12 OF THE FORMER AGREEMENT: SPECIAL PROVISIONS IN RESPECT OF THE FUNDS****(1) Clause 12.1 The Furnmed Sick Benefit Society**

Substitute the following for clause 12.1.2.3:

**"12.1.2.3      *Compulsory membership***

**12.1.2.3.1** If an employer is a FBUMA or CMAPA member and its employees are members of CEPPWAWU, such employees must become members of the FURNMED Sick Benefit Society and the employer and employee must pay the prescribed contributions which are applicable to the FURNMED Sick Benefit Society.

**12.1.2.3.2** If an employer is a FBUMA or CMAPA member and its employees do not belong to any trade union, its employees may join the FURNMED Sick Benefit Society, which will be subject to the approval of the society failing which the employer and employee must pay prescribed additional Provident Fund contributions.

**12.1.2.3.3** If an employer is a FBUMA or CMAPA member and its employees are members of trade unions other than CEPPWAWU, such employees may not become members of the FURNMED Sick Benefit Society.

**12.1.2.3.4** If an employer is not a member of FBUMA or CMAPA and if any of its employees are CEPPWAWU members, such employees must

MS  
S.P.  


become members of the FURNMED Sick Benefit Society and the employer and the employee must both pay the prescribed contributions which are applicable to the FURNMED Sick Benefit Society.”.

(2) **Clause 12.2: The NUFAWSA Sick Benefit Society**

Substitute the following for clause 12.2.5.3:

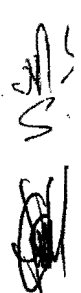
“12.2.5.3        *Compulsory membership*

12.2.5.3.1 If an employer is a FBUMA or CMAPA member and its employees are members of NUFAWSA, such employees must become members of the NUFAWSA Sick Benefit Society and the employer and employee must pay the prescribed contributions which are applicable to the NUFAWSA Sick Benefit Society.

12.2.5.3.2 If an employer is a FBUMA or CMAPA member and its employees do not belong to any trade union, its employees may join the NUFAWSA Sick Benefit Society, which will be subject to the approval of the society failing which the employer and employee must pay prescribed additional Provident Fund contributions.

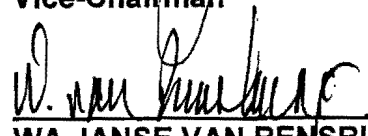
12.2.5.3.3 If an employer is a FBUMA or CMAPA member and its employees are members of trade unions other than NUFAWSA, such employees may not become members of the NUFAWSA Sick Benefit Society.

12.2.5.3.4 If an employer is not a member of FBUMA or CMAPA and if any of its employees are NUFAWSA members, such employees must become members of the NUFAWSA Sick Benefit



Society and the employer and the employee must both pay the prescribed contributions which are applicable to the NUFAWSA Sick Benefit Society.”.

Agreement signed at Johannesburg on this 5<sup>th</sup> day of April 2011.

  
\_\_\_\_\_  
**M SEFF**  
Chairman  
\_\_\_\_\_  
**P LUNGA**  
Vice-Chairman  
\_\_\_\_\_  
**WA JANSE VAN RENSBURG**  
General Secretary  
