

No. R. 965

30 November 2012

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**10 December 2012**..... and for the period ending 30 June 2014.

MN OLIPHANT**MINISTER OF LABOUR**

SCHEDULE**FURNITURE BARGAINING COUNCIL****AMENDMENT OF 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 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 to amend the Collective Agreement published under Government Notice No. R. 739 of 14 September 2012 (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 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.

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 membership of at least 15% 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 parties to 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 1 July 2012 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 2014.

SCHEDULE 1

3. CONTRIBUTIONS, LEVIES AND REGISTRATION FEE PAYABLE TO THE COUNCIL

(1) Substitute the following for clause 2.1:

"2.1 Holiday Bonus Fund contributions shall be payable to the Council at the prescribed rates by the employer when more than **20 hours' wages** per week are payable to an employee and on the hours which would ordinarily would have been worked by the employee on:".

(2) Substitute the following for clause 5.7.2:

"5.7.2 The NUFAWSA Sick Benefit Society contributions shall be determined as follows for:

Member

R30-00 per week payable by the employee and R48-73 per week payable by the employer.".

Agreement signed at Johannesburg on this 10th day of April 2012.

P LUNGA

Chairman of the Council

K CHAUKE

Vice-Chairman of the Council

WA JANSE VAN RENSBURG

General Secretary