

## DEPARTMENT OF LABOUR

NO. 672

17 MAY 2019

## 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) 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 April 2020.



MN OLIPHANT, MP  
MINISTER OF LABOUR

DATE: 27/4/2019

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****FURNITURE BARGAINING COUNCIL: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI FUTHI ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXYENYE YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa eMkhandlwini Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Embonini Yefenisha futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abaqashi nabasebenzi kuleyoMboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 30 kuNhlaba 2020.



.....  
**MN OLIPHANT, MP**

**UNGQONGQOSHE WEZABASEBENZI**

**USUKU:** 29/04/2019  
.....

**SCHEDULE****FURNITURE BARGAINING COUNCIL****MAIN COLLECTIVE AMENDING AGREEMENT**

In accordance with the provisions of the Labour Relations Act 1995 (Act No 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' organisations"), 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 Notices No. R.37 of 22 January 2016, R.368 of 27 June 2016, R. 946 of 26 August 2016, R.19 of 20 January 2017, R. 1465 of 22 December 2017 and R.200 of 9 March 2018.

**CLAUSE 1: SCOPE OF APPLICATION**

- 1.1 The terms of this Agreement shall be observed by employers and employees in the Furniture, Bedding and Upholstery Manufacturing Industry as defined hereunder in the Provinces of Gauteng, North West, Mpumalanga, Limpopo and Free State.

“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.

- 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.

## **2. PERIOD OF OPERATION OF AGREEMENT**

- 2.1 This Agreement shall, in terms of section 31 of the Act, become binding on the above parties as may be determined by the Minister of Labour in terms of Section 32 of the Act and shall remain in force until such time as it is amended.

## **TERMS OF EMPLOYMENT**

### **3. CLAUSE 9.3: OVERTIME**

Substitute clause 9.3.2 with the following:

- “9.3.2 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 15 hours in any one pay week. All employees shall be given at least 24 hours’ prior notice of overtime to be worked, provided that employers and employees may agree to work emergency overtime at shorter notice. For overtime to be worked in excess of 15 hours in any pay week, prior permission shall be obtained from the Council with proper written motivation.”.

## **ADDENDUM 1**

### **CONTRIBUTIONS, LEVIES AND REGISTRATION FEES PAYABLE TO THE COUNCIL**

#### **4. CLAUSE 2: HOLIDAY BONUS FUND CONTRIBUTIONS**

Substitute clause 2.2 with the following:

“2.2 The Holiday Bonus Fund contributions payable to the Council shall be determined as follows:

- 2.2.1 **8.75%** 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 pay week.
- 2.2.2 **5%** of the employee’s ordinary weekly wages, if the employee has lost between 21 minutes and 60 minutes of the full possible number of ordinary hours that the employee is entitled to be paid or in any specific pay week.
- 2.2.3 **0%** of the employee’s ordinary weekly wages, if the employee has lost more than 60 minutes of the full possible number of ordinary hours that the employee is entitled to be paid for in any specific pay week.
- 2.2.4 **8.75%** of a foreman’s prescribed minimum weekly wage for working employers.
- 2.2.5 No Holiday Bonus Fund contributions are payable on overtime, hours worked on a Sunday, allowances and on wages which are payable for study leave days.
- 2.2.6 An employee shall be entitled to Holiday Bonus Fund contributions at the prescribed rate for a full days’ pay, if he/she has reported to his place of work when required to be present by the employer, on any day when the establishment is working **short time.**”

## 5. CLAUSE 3: PROVIDENT FUND CONTRIBUTIONS

Substitute clause 3.3 with the following:

3.2 The Provident Fund contributions payable to the Council shall be as follows for:

3.2.1 **General Workers:**

**R45-00** per week from the employee PLUS an equal amount per week from the employer, subject to the standard Death and Disability Scheme contributions (refer to clause 9.3) being diverted from these Provident Fund contributions.

3.2.2 *All other Occupation Skills Levels:* R66-00 per week from the employee PLUS an equal amount per week from the employer, subject to the standard Death and Disability Scheme contributions (refer to clause 9.3) being diverted from these Provident Fund contributions.

3.2.3 *Working Employers:* R132-00 per week, subject to the standard Death and Disability Scheme contributions (refer to clause 9.3) being diverted from these Provident Fund contributions.”.

Agreement signed at Johannesburg on this 7 February 2019

  
P NTIMANE  
Chairman of the Council

  
L DIRKSEN  
Vice-Chairman of the Council

  
WA JANSE VAN RENSBURG  
General Secretary