

## GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

## DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. 894

20 AUGUST 2020

## LABOUR RELATIONS ACT, 1995

**BARGAINING CONCIL FOR THE FURNITURE MANUFACTURING  
INDUSTRY OF THE WESTERN CAPE: EXTENSION TO NON-PARTIES OF  
THE MAIN COLLECTIVE AMENDING AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and 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 **Bargaining Council for the Furniture Manufacturing Industry of the Western Cape**, 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 publication until 31 August 2020.



MR TW NXESI, MP  
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 14/08/2020

## SCHEDULE

### BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE

#### MAIN COLLECTIVE AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1995, made  
and entered into by and between the

#### Cape Furniture Manufacturers' Association

(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

(hereinafter referred to as the "Employees" or the "trade union") of the  
other part,

being the parties to the Bargaining Council for the Furniture Manufacturing  
Industry of the Western Cape to amend the Agreement published under  
Government Gazette Notice No. R.708 of 10 June 2016 as extended,  
renewed and amended by Government Notices No. R. 836 of 15 July 2016,  
R.836 of 29 March 2018, R. 666 of 6 July 2018, R. 46 of 7 February 2020  
and R. 334 of 19 June 2020.

### PART I

#### A – Administrative issues

#### 1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Furniture, Bedding, Upholstery and Curtain Manufacturing Industry as defined hereunder in the Provinces of the Northern Cape and Western Cape excluding the Magisterial Districts George, Knysna, Mossel Bay, Plettenberg Bay and Oudtshoorn:

**"Furniture, Bedding, Upholstery and Curtain 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 in part, of all types of components of furniture, furniture, bedding, curtains, upholstery and/or re-upholstery and will, inter alia, include but not be limited to the following:

- (a) Furniture Manufacturing, assembling, repairing, staining, spraying, polishing, re-polishing, making loose covers and/or cushions, wood machining, veneering, woodturning, carving, assembling, painting, spraying, cutting, edging, drilling, wood bending, laminating and/or papering/foiling, of board.

"Board" means any type of wood or wooden or related product or any other substitute material amongst others being: laminated board, fibre board, chip board, block board, veneer board, pressed board.

Furniture manufacturing will also include the manufacturing, repairing, polishing, assembling, cutting, drilling, edging, re-polishing, staining, spraying either in whole or in part of: pianos, organs, kitchen cupboards, attached wall cupboards, built-in cupboards, free standing cupboards, bars or built-in bar counters, cane, wicker or grass furniture, cabinets including cabinets for musical instruments and radios, wireless or television cabinets, coffins, draw and draw fronts, doors and cupboard doors irrespective of size, bathroom cupboards, cupboard tops and furniture for tea-rooms, restaurants, offices, churches, schools, libraries, hotels, other educational institutions, conference centres and theatres.

(b) Bedding

The manufacturing, assembling, repairing, covering, re-covering of mattress bases, mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches, spring units, box-spring mattresses, sleeper couches and studio couches.

"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.

(c) Upholstery

The upholstering or re-upholstering of any furniture, or item of furniture, bedding, seating, pelmets, mattress bases, foam mattresses and/or cushions.

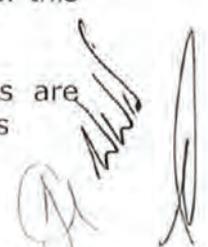
(d) Curtain making

The making, altering, repairing and hanging of curtains and/or blinds made mainly of fabric, wood, cane, wicker, reed or grass.

Curtain making includes window treatment, cutting of rails and rods, fitting of pelmets, curtains, blinds and associated products.

(2) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall:-

- (a) apply to all employees for whom minimum wages are prescribed in this and to employers of such employees



- (b) apply to Learners in so far as the terms are not inconsistent with the Skills Development Act, 97 of 1998, or any contract entered into or any condition fixed under the Skills Development Act, 97 of 1998.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation:-

- (1) (a) in respect of parties to this agreement, on the date of signature until as amended from time to time;
- (b) in respect of non-parties, on such date as fixed by the Minister of Employment and Labour in terms of section 32 of the Act.
- (2) This Agreement shall remain in force for the period from the 1<sup>st</sup> July 2018 and ending until the 31<sup>st</sup> August 2020.

## 3. CLAUSE 3: DEFINITIONS

Replace the definition of "hourly rate" as follows:

"**Hourly rate**" means the rate determined in accordance with the provisions of clause 23 of this Agreement;"

## 4 CLAUSE 5. REGISTRATION OF EMPLOYERS

Replace clause 1 with the following:

- "(1) Every Employer on whom this Agreement is binding and who has not already done so in terms of a previous agreement shall, within one month of the date on which this Agreement becomes binding on him:-
- (a) forward to the Secretary of the Council a duly completed registration form in the form specified in Annexure D to this Agreement, together with the documents specified in such Annexure.

Note – This Annexure is obtainable from the Secretary of the Council, at 7 Maritz Street, Bellville, or P.O. Box 1529, Sanlamhof, 7532, or by emailing [correspondence@furniture.org.za](mailto:correspondence@furniture.org.za) or from the Council's website at [www.furniture.org.za](http://www.furniture.org.za)."

## B - Terms and Conditions of Employment

5. **CLAUSE 19: FORENOON AND AFTERNOON INTERVALS**

Replace clause 1 with the following:

- “(1) Every Employee shall be given an interval of 10 minutes both in the forenoon and afternoon each day, which shall be deemed as time worked.  
This interval shall be specified on the prescribed form referred to in clause 16 (2) d.”

#### **6. CLAUSE 29: TRADE UNION REPRESENTATIVES**

Replace clause 1 with the following:

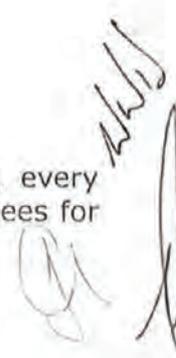
- “(1) Number of Shop Stewards - In any workplace in which at least 10 members of a representative trade union are employed, those members are entitled to elect from among themselves:-
- (a) if there are 10 members of the trade union employed in the workplace, one trade union representative;
  - (b) if there are more than 10 members of the trade union employed in the work place, two trade union representatives;
  - (c) if there are more than 50 members of the trade union employed in the workplace, two trade union representatives for the first 50 members, plus a further one trade union representative for every additional 50 members up to a maximum of seven trade union representatives;
  - (d) if there are more than 300 members of the trade union employed in the workplace, seven trade union representatives for the first 300 members, plus one additional trade union representative for every 100 additional members up to a maximum of 10 trade union representatives;
  - (e) if there are more than 600 members of the trade union employed in the workplace, 10 trade union representatives for the first 600 members, plus one additional trade union representative for every 200 additional members up to a maximum of 12 trade union representatives; and
  - (f) if there are more than 1 000 members of the trade union employed in the workplace, 12 trade union representatives for the first 1 000 members, plus one additional trade union representative for every 500 additional members up to a maximum of 20 trade union representatives.”

### **C – Contributions and deductions**

#### **7. CLAUSE 37: EXPENSES OF THE COUNCIL**

Replace clause 1 with the following:

- “(1) For the purpose of meeting the expenses of the Council, every Employer shall deduct from the wage of each of his Employees for whom a wage is paid:-



- (a) R5.00 per pay week from the period of operation of this agreement until as amended .”

#### 8. **CLAUSE 40: TRADE UNION CONTRIBUTIONS**

Replace clause 1 with the following:

- “(1) An Employer shall each week deduct from the wages of each of his Employees who are members of the trade union which is a party to this Agreement, such contribution as may be payable by such Employee to that trade union. The amounts so deducted shall be as determined in the constitution of the trade union concerned: Provided that no contribution shall be made in respect of any week if the earning of the member for such week does not exceed two fifths of his normal weekly wage.

The contributions so collected shall be paid to the Secretary of the Trade Union not later than the 15th day of each month following that in respect of which they were due.

- (2) The Council will be responsible to hear a dispute relating to the non-payment by an Employer of Trade Union contributions.
- (3) The Trade Union, in their sole discretion, may refer any disputes relating to the non-payment of Trade Union member contributions to the Labour Court and or Civil or Criminal Courts.”

### **PART II**

#### **45. FINES**

- 1) The fine that the Secretary may impose and an arbitrator shall impose for a failure to comply with a provision of a Collective Agreement –
- Not involving a failure to pay an amount due to an employee/party in terms of any provision, shall be the fine determined in terms of Table One; or
  - Involving a failure to pay an amount due to an employee/party, shall be the greater of the amount determined in terms of Table One or Table Two;

<b>TABLE ONE</b>	
No previous failure to comply	R100 per employee in respect of whom the failure to comply occurs.
A previous failure to comply in respect of the same provision.	R200 per employee in respect of whom the failure to comply occurs.
A previous failure to comply in respect of the same provision within the previous 12 months or two previous failures to comply in respect of the same	R300 per employee in respect of whom the failure to comply occurs.

provision within three years.	
Three previous failures to comply in respect of the same provision within three years.	R400 per employee in respect of whom the failure to comply occurs.
Four or more previous failures to comply in respect of the same provision within three years.	R500 per employee in respect of whom the failure to comply occurs.

**TABLE TWO**

No previous failure to comply	25% of the amount due, including any interest owing on the amount at the date of the order.
A previous failure to comply in respect of the same provision within 3 years.	50% of the amount due, including any interest owing on the amount at the date of the order.
A previous failure to comply in respect of the same provision within the previous 12 months or two previous failures to comply in respect of the same provision within three years.	75% of the amount due, including any interest owing on the amount at the date of the order.
Three previous failures to comply in respect of the same provision within three years.	100% of the amount due, including any interest owing on the amount at the date of the order.
Four or more previous failures to comply in respect of the same provision within three years.	200% of the amount due, including any interest owing on the amount at the date of the order.



W. Dyers  
Chairperson



J. Claassen  
Vice - Chairperson



A. Davids  
Secretary