

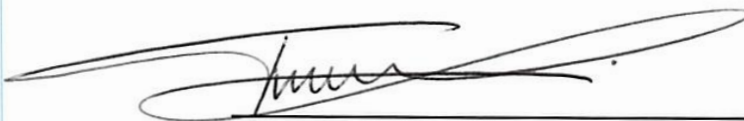
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**GENERAL NOTICES • ALGEMENE KENNISGEWINGS**

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**DEPARTMENT OF EMPLOYMENT AND LABOUR****NOTICE 233 OF 2021****LABOUR RELATIONS ACT, 1995****FURNITURE BARGAINING COUNCIL: 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 **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 1<sup>st</sup> pay week of May 2021 if gazetted before the 1<sup>st</sup> pay week of May 2021 or thereafter on the Second Monday after publication of this Notice and shall remain in force until 30 April 2023.



**MR TW NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 31/03/2021

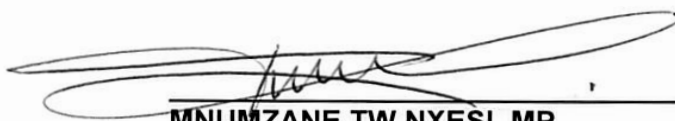
**UMNYANGO WEZEMISEBENZI NEZABASEBENZI**

R. ....

USUKU: .....

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****FURNITURE BARGAINING COUNCIL: UKWELULELWA  
KWESIVUMELWANO PHAKATHI KWABAQASHI NABASEBENZI  
ESIYINGQIKITHI NESICHIBIYELAYO SELULELWA KULABO  
ABANGEYONA INGXEYENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi neZabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa kwi**Furniture Bargaining Council**, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngeviki lokuqala lwenkokhelo kuNhlabathi 2021 uma ngabe ishicilelwe ngaphambi kweviki lokuqala lwenkokhelo kuNhlabathi noma emva kwalokho ngomSombuluko wesibili emuva kokushicilelwa kwalesisaziso kuze kube isikhathi esiphela mhlaka 30 kuMbasa 2023.



**MNUMZANE TW NXESI, MP**  
**UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI**  
USUKU: 31/03/2021

**SCHEDULE****FURNITURE BARGAINING COUNCIL****THE 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 and extend the Main Collective Agreement published under Government Notice No. R.324 of 20 March 2020, Government Notice No. R.333 of 19 June 2020 and Government Gazette Notice No R.30 of 22 January 2021.

**CHAPTER 1****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, theatres, shop fitting, office fitting and bank fitting, which includes the manufacture and/or fixing of shop fronts, window enclosures, showcases, counters, including point of sales counters, screens, interior fittings and fixtures and any form of shelving, irrespective of the materials used.

**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 on first full pay week in May 2021 until 30 April 2023.
- 2.2 This Agreement shall be binding on non-party employers and employees on the date as may be determined by the Minister of Employment and Labour in terms of section 32 of the Act and shall remain in force for the period ending 30 April 2023.

## 3. CLAUSE 7: NEWLY ESTABLISHED SMALL EMPLOYER CONCESSION

Substitute clause 7 with the following:

"Newly established establishments who employ no more than a total of 10 employees (including employees involved in activities other than furniture, bedding and upholstery manufacturing activities e.g. administration, sales, marketing, etc), may apply for the following phasing in concession, provided that their employees agree thereto. The establishment concerned shall then be prohibited from making use of a Newly Employed Employee Concession for any of its employees as per clause 8 hereunder until the expiry date of Phase 3 of the Newly Established Small Employer Concession or the cancellation of the establishment's Newly Established Small Employer Concession:

### **PHASE ONE: First year of registration until the end of the first September following registration**

During this period the employer shall be exempted from prescribed minimum hourly rates of pay, subject to no employee being paid less than the national minimum hourly rate of pay, Leave Pay Fund contributions, Holiday Bonus Fund contributions, Provident Fund contributions and either of the Sick Benefit Society contributions, if applicable, as prescribed in **ADDENDUM 1**. Employees may be remunerated at their current rates of pay and wage increments may be negotiated between employer and employee(s).

All other provisions of the Agreement shall remain applicable, including the following:

Any accumulated leave pay benefits accrued by the employees prior to October of the first year of registration must be paid out by the employee's employer to the employee in terms of the Basic

Conditions of Employment Act, 1997 (Act 75 of 1997) (as amended), when due. The following fees, levies and contributions shall be payable as prescribed in **Addendum 1**.

- (a) Council levies;
- (b) Trade union subscriptions (if applicable);
- (c) Agency Shop Fees (where applicable);
- (d) Death and Funeral Scheme contributions. Refer to clause 10 of **ADDENDUM 1**; and
- (e) Dispute Resolution levies.

**PHASE TWO: October of the second year of registration to the end of September of the following year**

During this period the employee(s) shall be remunerated at their current rates of pay, subject to no employee being paid less than the national minimum hourly rate of pay and wage increments may be negotiated between employer and employee(s). In addition to the fees, levies and contributions payable to the Council in Phase One, the following contributions shall become payable to the Council as prescribed in **Addendum 1**.

- (a) Leave Pay Fund contributions; and
- (b) Holiday Bonus Fund contributions.

**PHASE THREE: October of the third year of registration to the end of September of the following year**

During this period the employee(s) shall be remunerated at not less than 75% of the prevailing minimum hourly rates of pay, as prescribed in **Addendum 2** or **Addendum 3**, subject to no employee being paid less than the national minimum hourly rate of pay. In addition to the fees, levies and contributions payable in Phases One and Two, the following contributions shall become payable as prescribed in **Addendum 1**:

- (a) Provident Fund contributions; and
- (b) Standard Death and Funeral Scheme contributions. Refer to clause 9.3 of **ADDENDUM 1**.

**PHASE FOUR: As from October of the fourth year of registration**

All the provisions of the prevailing Agreement administered by this Council shall become applicable, including the payment of 100% of the minimum hourly rates of pay, subject to no employee being paid less than the national minimum hourly rate of pay, as prescribed in **ADDENDUM 2** or

**ADDENDUM 3** and the payment of either of the Sick Benefit Society contributions, if applicable, as prescribed in **ADDENDUM 1**.

In the event of an establishment employing in excess of 10 employees at any time, all the provisions of the prevailing Collective Agreements including wages at no less than 100% of the prevailing minimum prescribed hourly rates of pay and all fees, levies and contributions normally payable to this Council, shall come into effect immediately."

#### **4. CLAUSE 8: NEWLY EMPLOYED EMPLOYEE CONCESSION**

Substitute clause 8.4 with the following:

"8.4 The following fees, levies and contributions shall be payable as prescribed in **ADDENDUM 1**, **ADDENDUM 2** or **ADDENDUM 3**.

##### **YEAR ONE of employment:**

- (a) 100% of the prescribed minimum hourly rate of pay for General Workers, subject to no employee being paid less than the national minimum hourly rate of pay;
- (b) 85% of the prescribed minimum hourly rates of pay, for all other Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay;
- (c) 100% of the prescribed Council Levies;
- (d) 100% of the prescribed Leave Pay Fund contributions;
- (e) 100% of the required Agency Fee (where applicable);
- (f) Death and Funeral Scheme contributions (refer to clause 8.2.1 of **ADDENDUM 1**); and
- (g) 100% of NEEC Provident Fund contributions (refer to clause 8.3.1 of **ADDENDUM 1**).
- (h) 100% of the prescribed Dispute Resolution Levies.

##### **YEAR TWO of employment:**

- (a) 100% of the prescribed minimum hourly rate of pay for General Workers, subject to no employee being paid less than the national minimum hourly rate of pay;
- (b) 90% of the prescribed minimum hourly rates of pay for all other Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay;
- (c) 100% of the prescribed Council Levies;
- (d) 100% of the prescribed Leave Pay Fund contributions;
- (e) 100% of either of the Sick Benefit Society contributions, if applicable, as prescribed in **ADDENDUM 1**);
- (f) 100% of the required Agency Fee (where applicable);



- (g) Death and Funeral Scheme contributions (refer to clause 8.2.1 of **ADDENDUM 1**); and
- (h) 100% of the NEEC Provident Fund contributions (refer to clause 8.3.2 of **ADDENDUM 1**).
- (i) 100% of the prescribed Dispute Resolution Levies.

**YEAR THREE of employment:**

- (a) 100% of the prescribed minimum hourly rate of pay for all the Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay;
- (b) 100% of the prescribed Council Levies;
- (c) 100% of all prescribed Leave Pay Fund contributions;
- (d) 100% of either of the Sick Benefit Society contributions, if applicable, as prescribed in **ADDENDUM 1**;
- (e) 100% of the required Agency Fee (where applicable);
- (f) Death and Funeral Scheme contributions (refer to clause 8.2.1 of **ADDENDUM 1**); and
- (g) 100% of NEEC Provident Fund contributions (refer to clause 8.3.2 of **ADDENDUM 1**).
- (h) 100% of the prescribed Dispute Resolution Levies.

**YEAR FOUR of employment:**

100% of at least the minimum prescribed hourly rates of pay for all the Occupation Skills Levels of employees, subject to no employee being paid less than the national minimum hourly rate of pay as well as 100% of all prescribed fees, levies and contributions shall be payable to the Council by all employers and all employees.”.

**5. CLAUSE 11: EXEMPTIONS**

Insert new clause 11.2.14:

“11.2.14 No Exemption shall be granted in respect of any liability to pay fees, levies and/or contributions in terms of a Collective Agreement, where an Arbitration Award was previously handed down requiring payment of that liability.”.

**ADDENDUM 1**

**6. CLAUSE 4: DISPUTE RESOLUTION LEVY**

Substitute clause 4 with the following:



- "4.1 Dispute Resolution levies shall be payable to the Council at the prescribed rates by the employer and employee when **1 hour or more** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:
- 4.1.1 paid public holidays;
  - 4.1.2 trade union representative leave days;
  - 4.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and
  - 4.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer.
- 4.2 The Dispute Resolution levies payable to the Council shall amount to **R2-00** per employee per week payable by the employer and **R2-00** per week payable by the employee."

**7. CLAUSE 8: DEATH AND FUNERAL SCHEME (D.F.S.) CONTRIBUTIONS AND  
PROVIDENT FUND CONTRIBUTIONS IN RESPECT OF THE NEWLY EMPLOYED  
EMPLOYEE CONCESSION**

Substitute clause 8.1 with the following:

- 8.1 "8.1 **YEAR ONE to YEAR THREE:** These D.F.S. contributions are exclusively applicable to newly employed employees from year one to year three of employment and shall be payable to the Council at the prescribed rates by the employer only when **1 hour or more** wages per week are payable to an employee. To determine the number of hours worked by the employee, the calculation must include the ordinary hours worked by the employee as well as the hours which would ordinarily have been worked by the employee on:
- 8.1.1 paid public holidays;
  - 8.1.2 trade union representative leave days;
  - 8.1.3 the first 3 days per annum of paid sick leave days on condition that an acceptable medical certificate is presented by the employee to his employer and that such sick

leave days do not fall on a Monday or a Friday or on the day before or after a public holiday; and

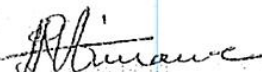
- 8.1.4 family responsibility leave days for the first 2 days only which are related to the death of an employee's spouse, life partner, employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and upon submission of the relevant death certificate by the employee to his employer."

#### 8. CLAUSE 9: STANDARD DEATH AND FUNERAL SCHEME (STANDARD D.F.S.) CONTRIBUTIONS

Substitute clause 9.3 with the following:

"9.3 R9-50 per week per employee payable by the employer and R9-50 per week payable by the employee."

Agreement signed at Johannesburg on this 16 February 2021.



P NTIMANE  
Chairman of the Council



L DIRKSEN  
Vice-Chairman of the Council



WA JANSE VAN RENSBURG  
General Secretary