
GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 4233

5 January 2024

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 second Monday after the date of publication of this Notice and for the period ending 30 April 2028.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 21/12/2023

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

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa yi**FURNITURE BARGAINING COUNCIL** ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abaqashi nabasebenzi kuleyoMboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 30 kuMbasa 2028.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 21/12/2023

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. 1727 of 31 March 2023, Government Notice No. R. 3561 of 23 June 2023 and R.4026 of 3 November 2023.

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, cutting, edging, drilling and routing. 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 from date of signature until 30 April 2028.
- 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 2028.

3. CLAUSE 9: TERMS OF EMPLOYMENT

- (1) Substitute the wording of 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.

In the event that an employer wants to work overtime in excess of 15 hours in any one pay week, prior written permission shall be obtained from the Council by submitting proper written motivation and proper written proof of an agreement between the employer and the employees concerned, acceptable to the Council, to work overtime as follows:

- 9.3.2.1 Overtime in excess of 15 hours in any one pay week, up to a maximum of 35 hours in any one pay week; or

9.3.2.2 Overtime in excess of 15 hours in any one pay week up to 20 weeks consecutively.

For any overtime to be worked in excess of 35 hours in any one pay week the employer have to apply for exemption to the Independent Exemption Body of the Council.”.

(2) Renumber clause 9.10.1.4.2 as clause 9.10.1.5.

4. CLAUSE 12: LEAVE PAY FUND

Substitute the wording of clause 12.2.1 with the following:

“12.2 Guarantees submitted in respect of Leave Pay Fund contributions:

12.2.1 Every employer who supplies the Council at the commencement of the yearly cycle with a guarantee acceptable to the Council for the total of his assessed maximum annual commitments under this clause may, without in any way limiting his liability towards his employees, be exempted from making payment to the Council in the manner specified: provided that the exemption shall be subject to such terms and conditions made applicable thereto by the Council from time to time and subject to payment of an exemption fee as referred to in clause 11.2.15 above.”.

5. CLAUSE 13: HOLIDAY BONUS FUND

Substitute the wording of clause 13.2.1 with the following:

“13.2 Guarantees submitted in respect of Holiday Bonus Fund contributions:

13.2.1 Every employer who supplies the Council at the commencement of the yearly cycle with a guarantee acceptable to the Council for the total of his assessed maximum

annual commitments under this clause may, without in any way limiting his liability towards his employees, be exempted from making payment to the Council in the manner specified: provided that the exemption shall be subject to such terms and conditions made applicable thereto by the Council from time to time and subject to payment of an exemption fee as referred to in clause 11.2.15 above.”.

ADDENDUM 1

FEES, LEVIES AND CONTRIBUTIONS PAYABLE TO THE COUNCIL

6. CLAUSE 5: DEATH AND FUNERAL SCHEME (D.F.S.) CONTRIBUTIONS AND PROVIDENT FUND CONTRIBUTIONS IN RESPECT OF THE NEWLY EMPLOYED EMPLOYEE CONCESSION

Substitute the wording of clause 5.2 with the following:

“5.2 The **D.F.S. contributions** for employees employed under the **Newly Employed Employee Concession (NEEC)** payable to the Council shall amount to the following:

- | | | |
|-------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| 5.2.1 | YEAR ONE to YEAR THREE
of employment | R8-00 per week per employee,
payable by the employer ONLY . |
| 5.2.2 | YEAR FOUR of employment
and onwards | R10-00 per week payable by the
employee and R10-00 per week per
employee payable by the employer
(refer to clause 6.3).”. |

7. CLAUSE 6: STANDARD DEATH AND FUNERAL SCHEME (STANDARD D.F.S.) CONTRIBUTIONS

Substitute the wording of clause 6.3 with the following:

“6.3 The **Standard D.F.S. contributions** payable to the Council shall amount to the following:

R10-00 per employee per week as well as an amount of R10-00 per week per employee payable by the employer.”.

**8. CLAUSE 7: DEATH AND FUNERAL SCHEME (D.F.S.) CONTRIBUTIONS IN RESPECT OF
THE NEWLY ESTABLISHED SMALL EMPLOYER CONCESSION**

Substitute the wording of clause 7.2 with the following:

“7.2 The **D.F.S. contributions** for employees employed under the **Newly Established Small Employer Concession (NESEC)**, payable to the Council, shall amount to the following:

PHASE ONE and PHASE TWO

R8-00 per week per employee, payable
by the employer **ONLY**.

PHASE THREE and PHASE FOUR

R10-00 per week payable by the
employee and R10-00 per week per
employee payable by the employer
(refer to clause 6.3).”.

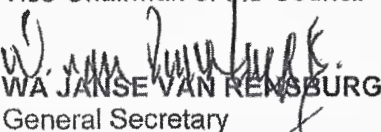
Agreement signed at Johannesburg on this 30th day of November 2023.



B GOBA
Chairman of the Council



M MAMPURU
Vice-Chairman of the Council



WA JANSE VAN RENSBURG
General Secretary