
GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

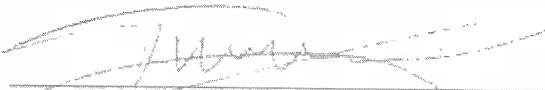
DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 4026

3 November 2023

LABOUR RELATIONS ACT, 1995**FURNITURE BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE
MAIN COLLECTIVE AMENDING AGREEMENT**

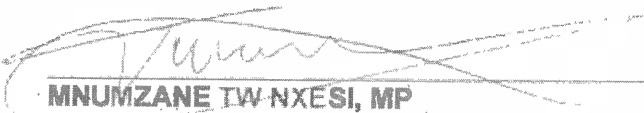
I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Furniture Bargaining Council**, and is binding in terms of 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: 25/10/2023

UMNYANGO WEZEMISEBENZI NABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****FURNITURE BARGAINING COUNCIL: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA.INGXENYE 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 EZABASEBENZI
USUKU: 25/10/2023

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 and Government Notice No. R. 3561 of 23 June 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.

ADDENDUM 1

FEES, LEVIES AND CONTRIBUTIONS PAYABLE TO THE COUNCIL

3. CLAUSE 3: PROVIDENT FUND CONTRIBUTIONS

Substitute the wording of clause 3.1 with the following:

"3.1 Provident Fund contributions shall be payable to the Council at the prescribed rates by the employer and employee when more than **20 hours'** wages per week are payable to an employee. To determine the number of the 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 (see also paragraph 3.2):

3.1.1 paid public holidays;

3.1.2 trade union representative leave days;

- 3.1.3 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
- 3.1.4 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. CLAUSE 4: SICK BENEFIT SOCIETIES

- (1) Substitute the following for clause 4.1:

"4.1 **FURNMED SICK BENEFIT SOCIETY CONTRIBUTIONS – COMPULSORY MEMBERS (for all areas EXCLUDING the Free State Province)**

- (2) Substitute the following for clause 4.2:

"4.2. **FURNMED SICK BENEFIT SOCIETY CONTRIBUTIONS – COMPULSORY MEMBERS (for the Free State Province ONLY)**

- (3) Substitute the following for clause 4.3:

"4.3 **NUFAWSA SICK BENEFIT SOCIETY – EXISTING MEMBERS (for all areas INCLUDING the Free State Province)**

- (4) Delete clause 4.4.

- (5) Delete clause 4.5.

- (6) Delete clause 4.6.

- (7) Substitute the following for clause 4.7:

"4.7 **NUFAWSA SICK BENEFIT SOCIETY – FROM DATE DETERMINED BY THE MINISTER (for all areas INCLUDING the Free State Province)**

(8) Substitute the following for clause 4.7.2:

"4.7.2 Member plus 2 dependants:	R93-00 per week payable by the employee only.
4.7.3 3 and more dependants (Under the age of 18)	R15-00 per week, per dependant, payable by the employee only.
4.7.4 Extraordinary dependants: (Including dependants of 18 years and older)	R110-00 per week, per extraordinary dependant, payable by the employee only."

(9) Delete clause 4.8.

Agreement signed at Johannesburg on this 19th day of September 2023.



B GOBA
Chairman of the Council



M MAMPURU
Vice-Chairman of the Council



WA JANSE VAN RENSBURG
General Secretary