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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR

NO. R. 37

22 JANUARY 2016

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) read with 32(5) and section 32(8) 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 June 2016.


MINISTER OF LABOUR

09/01/2016

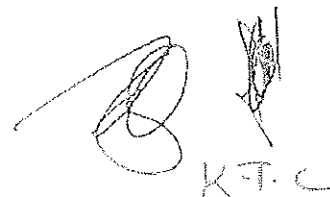
CHAPTER 1

CLAUSE 1: SCOPE OF APPLICATION

- 1.1 The terms of this Agreement shall be observed in the Furniture, Bedding and Upholstery Manufacturing Industry-
- 1.1.1 by all employers who are members of the party employers' organisation, which is party to this Agreement and by all employees who are members of the party trade unions, which are party to this Agreement, and who are engaged or employed in the Furniture, Bedding and Upholstery Manufacturing Industry, respectively;
- 1.1.2 in the Provinces of Gauteng, North West, Mpumalanga, Limpopo and Free State.
- 1.2 Notwithstanding the provisions of clause 1.1 the provisions of this Agreement shall-
- 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.
- 1.3 The following provisions shall not apply to non-parties: Clauses 1.1.1 and 2 of Chapter 1.

CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT

This Agreement shall, in terms of section 31 of the Act, become binding on the above parties on 1 July 2015 and for non-parties on such date as may be determined by the Minister of Labour in terms of section 32 of the Act and shall remain in force for the period ending 30 June 2016.



Handwritten signature and initials, possibly 'K.T.C.', located at the bottom right of the page.

this newly employed employee concession unless the termination of employment was as a result of operational requirements and the employer can provide proof to this effect.

5. CLAUSE 10: GENERAL

- (1) Insert the following new clause 10.13.8:

"10.13.8 In the event of an establishment failing to submit a prescribed return in respect of any month, the Council may make an assessment of the amount due to the Council in terms of the Agreement based on the average number of employees and their respective remuneration rates reflected in the latest monthly return form received from the establishment: Provided that if no monthly return forms have been received by the Council, the Council may make an assessment based on the number of employees furnished by the establishment as reflected on the Council's prescribed registration form of the establishment: Provided that if the establishment did not disclose the number of employees on the prescribed registration form, an assessment will be made based on the evidence obtained by the Council."

- (2) Insert the following new clause 10.13.9:

"In the event that an establishment pays the amount assessed by the Council in terms of clause 10.13.8 and it is found thereafter that the assessment was based on incorrect facts or figures, the Council shall credit the establishment for the amount paid in excess of the amount actually due to the Council and may utilise such credit or portion thereof to defray any enforceable underpayment of previous unpaid amounts to the Council."



- (3) Substitute the following for clause 10.17.4:

"10.17.4 The Council shall have the right to allocate prescribed employer and employee levies, contributions and fees received on behalf of employees from employers, to the Funds of the employees concerned as the Council deems appropriate from time to time."



K.F.C.

- 11.2.4.1 the full name of the person(s), body or bodies or establishment concerned;
- 11.2.4.2 the trading name of the employer;
- 11.2.4.3 the exact provision(s) of this Collective Agreement from which the exemption has been granted or refused;
- 11.2.4.4 the conditions subject to which the exemption is granted;
- 11.2.4.5 the period for which the exemption is applicable; and/or
- 11.2.4.6 the outcome of an appeal.
- 11.2.6 The Bargaining Council must ensure that:-
- 11.2.5.1 all notices of exemptions granted or refused and notices of appeal outcomes are issued to the applicants or appellants; and
- 11.2.5.2 a copy of each exemption granted or refused and a notice of an appeal outcome is retained by the Bargaining Council.
- 11.2.7 The Bargaining Council may, on good cause shown, give the holder of an exemption 30 days' notice of its intention to apply to the Independent Exemptions Appeal Body for the withdrawal of a particular exemption.
- 11.2.8 The following processes and criteria shall be considered with regard to an application for exemption from the provisions of any collective agreement concluded in the Bargaining Council or the application for the withdrawal of an exemption previously granted or when any appeal against a decision of the Council is considered:
- 11.2.8.1 **Processes:** Any employer, employee, trade union or employer's association may at any point in time apply for an exemption from any of the provisions of this Collective Agreement. The applicant is required to complete and submit in writing with the relevant office of the Council, a fully and properly completed prescribed application for exemption form, accompanied by all relevant supporting documentation.
- 11.2.8.2 **Criteria:** The Exemptions Body and/or the Independent Exemptions Appeal Body shall, without limiting its own considerations, *inter alia* consider the following criteria to wit:

 K.F.C. 

- application in the Industry of any collective agreement concluded in the Bargaining Council;
- 11.2.10 no exemption shall be granted for an indefinite period or as a total (blanket) exemption;
- 11.2.11 no exemption should be granted retrospectively for any liabilities incurred by an employer in terms of this agreement, such as levies and/or contributions, which became payable by the employer to the Council prior to the date on which the application for such an exemption was received by the Council"

7. CLAUSE 14: REMUNERATION

Substitute clause 14.1 with the following:

"14.1 Wages

No employer shall pay and no employee shall accept wages lower than those prescribed in Addendum 2 or Addendum 3 or Addendum 4 of this Agreement."

ADDENDUM 1

CONTRIBUTIONS, LEVIES AND REGISTRATION FEE PAYABLE TO THE COUNCIL

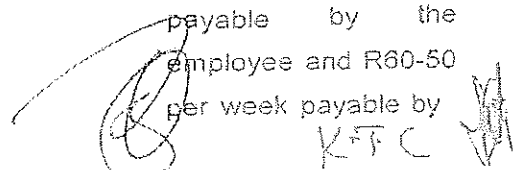
3. CLAUSE 5: SICK BENEFIT SOCIETIES

- (1) Substitute the following for clause 5.1.2:

"5.1.2 Member earning less than R500-00 per week	R50-00 per week payable by the employee and R60-50 per week payable by the employer."
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- (2) Insert new clause 5.1.3 and renumber following clauses accordingly:

"5.1.3 Member earning R500-00 per week or more	R57-50 per week payable by the employee and R60-50 per week payable by
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Minimum weekly wage rate increases for general workers shall be 10% and minimum weekly wage rate increases for all other occupational skills levels shall be 8.2% for the period ending 30 June 2016."

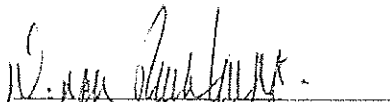
Agreement signed at Johannesburg on this 21st day of July, 2015..



L DIRKSEN
Chairman of the Council



X CHAUKE
Vice-Chairman of the Council



WA JANSE VAN RENSBURG
General Secretary

