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DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 6036 **25 March 2025**

LABOUR RELATIONS ACT, 1995

FURNITURE BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AMENDING AGREEMENT

I, **NOMAKHOSAZANA METH**, 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.**

MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 19 March 2025

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.5766 of 24 January 2025.

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 routering. 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, doors and door frames (the latter doors and door frames exclude doors and door frames manufactured from iron, steel and other metal materials) 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 and includes any part of an establishment's business carrying out the manufacture of furniture as defined above, whether or not that part is discrete or ancillary to any other business of the employer.

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, including the manufacturing of bedding and bed frames, irrespective of the materials used.

"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 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. CHAPTER 1

3. CLAUSE 9: TERMS OF EMPLOYMENT

Insert new clause 9.6.2 and renumber clauses 9.6.2 and 9.6.3 accordingly:

"9.6.2 If an establishment closes for a period less than 15 consecutive working days and an employee request to take the reminder of his/her 15 leave days after re-opening, the employer must grant such leave prior to the end of May of the following year and every year thereafter.".

ADDENDUM 1

4. CLAUSE 4: SICK BENEFIT SOCIETIES

(1) Substitute clause 4.1 with the following:

"4.1 **FURNMED SICK BENEFIT SOCIETY CONTRIBUTIONS – MEMBERS EMPLOYED PRIOR TO THE 1st FULL PAY WEEK IN MAY 2020 (for all areas EXCLUDING the Free State Province)**

4.1.1 Furnmed Sick Benefit Society 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 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:

4.1.1.1 paid public holidays;

4.1.1.2 trade union representative leave days;

4.1.1.3 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

4.1.1.4 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.

4.1.2	Member:	R62-50 per week payable by the employee and R30-50 per week per employee, payable by the employer as a medical allowance.
4.1.3	Adult dependants:	R48-00 per week payable, per adult dependant, payable by the employee only.
4.1.4	Minor dependants:	R48-00 per week, per minor dependant, payable by the employee only.
4.1.5	Extraordinary dependants:	R108-00 per week, per extraordinary dependant, payable by the employee only.

The medical allowance payable by the employer in clause 4.1.2 above shall only apply to employees who were members of the Furnmed Sick Benefit Society and in the employer's employment, as at the 1st full pay week in May 2020.".

(2) Substitute clause 4.2 with the following:

"4.2 **FURNMED SICK BENEFIT SOCIETY CONTRIBUTIONS – MEMBERS EMPLOYED FROM THE 1ST FULL PAY WEEK IN MAY 2020 AND THEREAFTER (All areas EXCLUDING the Free State Province)**

4.2.1 Furnmed Sick Benefit Society 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 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:

4.2.1.1 paid public holidays;

4.2.1.2 trade union representative leave days;

4.2.1.3 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

4.2.1.4 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.

4.2.2	Member:	R93-00 per week payable by the employee only.
4.2.3	Adult dependants:	R48-00 per week, per adult dependant, payable by the employee only.
4.2.4	Minor dependants:	R48-00 per week, per minor dependant, payable by the employee only.
4.2.5	Extraordinary dependants:	R108-00 per week, per extraordinary dependant, payable by the employee only.".

(3) Insert new clause 4.3 and renumber clauses 4.3 and 4.4.accordingly:

"4.3 **FURNMED SICK BENEFIT SOCIETY CONTRIBUTIONS – MEMBERS EMPLOYED PRIOR TO THE 1ST FULL PAY WEEK IN MAY 2020 (for the Free State Province ONLY)**

4.3.1 Furnmed Sick Benefit Society 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 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:

4.3.1.1 paid public holidays;

4.3.1.2 trade union representative leave days;

4.3.1.3 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

4.3.1.4 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.

4.3.2	Member:	R43-50 per week payable by the employee and R30-50 per week per employee, payable by the employer as a medical allowance.
4.3.3	Adult dependants:	R48-00 per week, per adult dependant, payable by the employee only.
4.3.4	Minor dependants:	R48-00 per week, per minor dependant, payable by the employee only.
4.3.5	Extraordinary dependants:	R101-00 per week, per extraordinary dependant, payable by the employee only.

The medical allowance payable by the employer in clause 4.3.2 above shall only apply to employees who were members of the Furnmed Sick Benefit Society and in the employer's employment, as at the 1st full pay week in May 2020.".

(4) Insert new clause 4.4:

"4.4 **FURNMED SICK BENEFIT SOCIETY CONTRIBUTIONS – MEMBERS EMPLOYED FROM THE 1ST FULL PAY WEEK IN MAY 2020 AND THEREAFTER (for the Free State Province ONLY)**

4.4.1 Furnmed Sick Benefit Society contributions shall be payable to the Council at the prescribed rates by the employee when more than **20 hours'** 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:

4.4.1.1 paid public holidays;

4.4.1.2 trade union representative leave days;

4.4.1.3 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

4.4.1.4 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.

4.4.2	Member:	R74-00 per week payable by the employee only.
4.4.3	Adult dependants:	R48-00 per week, per adult dependant, payable by the employee only.
4.4.4	Minor dependants:	R48-00 per week, per minor dependant, payable by the employee only.

4.4.5	Extraordinary dependants:	R101-00 per week, per extraordinary dependant, payable by the employee only.".

(5) Substitute current clause 4.3 with the following:

"4.5 **NUFAWSA SICK BENEFIT SOCIETY CONTRIBUTIONS – MEMBERS EMPLOYED PRIOR TO THE 1ST FULL PAY WEEK IN MAY 2020 (for all areas INCLUDING the Free State Province)**

4.5.1 NUFAWSA Sick Benefit Society contributions shall be payable to the National Union of Furniture and Allied Workers of South Africa or their nominated administrator 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 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:

4.5.1.1 paid public holidays;

4.5.1.2 trade union representative leave days;

4.5.1.3 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

4.5.1.4 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.

4.5.2	Member:	R57-50 per week, payable by the employee and R30-50 per week, payable by the employer as a medical allowance.
4.5.3	Member plus 1 dependant:	R69-50 per week, payable by the employee and R30-50 per week, payable by the employer as a medical allowance.

4.5.4	Additional minor dependants (under the age of 18)	R20-00 per week, per dependant, payable by the employee only.
4.5.5	Extraordinary dependants:	R110-00 per week, per extraordinary dependant, payable by the employee only.

The medical allowance payable by the employer in clause 4.5.2 above shall only apply to employees who were members of the Furnmed Sick Benefit Society and in the employer's employment, as at the 1st full pay week in May 2020.".

(6) Substitute the current clause 4.4 with the following:

4.6 **NUFAWSA SICK BENEFIT SOCIETY CONTRIBUTIONS – MEMBERS EMPLOYED FROM THE 1ST FULL PAY WEEK IN MAY 2020 AND THEREAFTER (for all areas INCLUDING the Free State Province)**

4.6.1 NUFAWSA Sick Benefit Society contributions shall be payable to the National Union of Furniture and Allied Workers of South Africa or their nominated administrator at the prescribed rates by the employee only when more than **20 hours'** 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:

4.6.1.1 paid public holidays;

4.6.1.2 trade union representative leave days;

4.6.1.3 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

4.6.1.4 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.

4.6.2	Member:	R88-00 per week payable by the employee only.

4.6.3	Member plus 1 dependant:	R100-00 per week, per dependant, payable by the employee only.
4.6.4	Additional minor dependants (under the age of 18)	R20-00 per week, per dependant, payable by the employee only.
4.6.5	Extraordinary dependant:	R110-00 per week, per extraordinary dependant, payable by the employee only.".

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

(1) Substitute 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	R8-50 per week per employee, payable by the employer ONLY.
5.2.2	**YEAR FOUR** of employment and onwards	R10-70 per week payable by the employee and R10-70 per week payable by the employer. (refer to clause 6.3).".

(2) Substitute clause 6.3 with the following:

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

R10-70 per employee per week as well as an amount of R10-70 per week per employee payable by the employer.".

(3) Substitute 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	R8-50 per week per employee, payable by the employer ONLY.
PHASE THREE and PHASE FOUR	R10-70 per week payable by the employee and R10-70 per week per employee payable by the employer (refer to clause 6.3).".

6. CLAUSE 10: DISPUTE RESOLUTION LEVY

Substitute clause 10.2 with the following:

"10.2 The Dispute Resolution levies payable to the Council shall amount to R1-50 per employee per week payable by the employer and R1-50 per week payable by the employee.".

Agreement signed at Johannesburg on this 11th day of February 2025

M MAMPURU
Chairman of the Council

D WILLIAMS
Vice-Chairman of the Council

WA JANSE VAN RENSBURG
General Secretary

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