

DEPARTMENT OF LABOUR

NO. 1188

30 SEPTEMBER 2016

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY
KWAZULU NATAL: EXTENSION TO NON-PARTIES OF THE PROVIDENT FUND
AND MORTALITY BENEFIT ASSOCIATION COLLECTIVE AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) read with section 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 **Bargaining Council for the Furniture Manufacturing Industry Kwazulu Natal**, 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 31 July 2021.


MINISTER OF LABOUR
18/09/2016

SCHEDULE**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING
INDUSTRY, KWAZULU-NATAL****PROVIDENT FUND AND MORTALITY BENEFIT ASSOCIATION
COLLECTIVE AGREEMENT**

In accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

KwaZulu-Natal Furniture Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

National Union of Furniture and Allied Workers' of South Africa

(hereinafter referred to as the "employees" or the "trade union") of the other part, being the parties to the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal.

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ANNEXURE A

CHAPTER 1**1. SCOPE OF APPLICATION OF AGREEMENT**

- 1** The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, in the Province of KwaZulu-Natal-
- (a)** by all employers who are members of the employer's organisation and by all employees who are members of the trade union, who are engaged or employed therein, respectively ;
 - (b)** in magisterial districts of Camperdown, Chatsworth, Durban, Inanda, Lower Tugela, Mount Currie, Pietermaritzburg and Pinetown ;
- 2** Notwithstanding the provisions of sub-clause (1), the provisions of this collective agreement shall-
- (a)** only apply in respect of employees for whom minimum wages are prescribed in the Council's main collective agreement and employers of such employees
 - (b)** apply to learners in so far as they are not inconsistent with the provisions of the Skills Development Act, 92 of 1998 or any contracts entered into or any conditions fixed thereunder ;
 - (c)** Notwithstanding the provisions of this clause, employers who carry on not more than one business within the scope of application of this collective agreement and who employ less than five employees at all times in connection with such business, shall be entitled to the phasing in concessions as contained within Clause 1(3) of the main collective



agreement, provided that for the purpose of giving effect to Clause 12(1)(d) of this agreement, the contribution shall be based on the wage prescribed for the highest paid employee in Part 2 Annexure A of the main collective agreement.

- (d) The terms of this collective agreement shall not apply to non-parties in respect of clauses 1 (1) (a) and 2.

2. PERIOD OF OPERATION OF AGREEMENT

This collective agreement shall come into operation for the parties to this agreement as agreed upon and for non-parties on such date as may be decided upon by the Minister of Labour in terms of Section 32 of the Labour Relations Act, 1995 as amended and shall remain in force until 31 July 2021.

3. DEFINITIONS

All expressions used in this collective agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, and unless the contrary intention appears, all words and expressions importing the masculine shall include the feminine gender, and those signifying the singular shall include the plural and vice versa ; further unless inconsistent with the context –

“Administration Agreement” means an agreement entered into between the Council and the Provident Fund or the Association or both in the rendering of administrative services

“Association” means the Natal Furniture Workers’ Mortality Benefit Association continued in terms of clause 15 (1) of this collective agreement ;

“Association Auditor” means a public accountant as defined in the Labour Relations Act for the purpose of the Mortality Benefit Association ;

“ancillary items” means supplementary, supporting or additional to ;

“benefit” means an amount of money ;

“casual employee” means an employee who is employed by the same employer on not more than three days in any one week for the purpose of loading and/or off loading and/or storing raw materials of any kind ;

“Committee” or **“Management Committee”** for the purposes of the administration of Funds under the auspices of the Council, means the Committee appointed by the Council in accordance with the provisions of clause 4 of this collective agreement.

“contributions” means the monies payable to the Fund in terms of clause 12 of this collective agreement and/or monies diverted to the Association in terms of clause 12 (4) .

“Council” means the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal ;

“dependant” means in relation to a member for the purposes of Mortality Benefit Association Fund as reflected in Chapter III of this Agreement

- (a) his wife ;
- (b) his widow ;
- (c) his minor child, legally adopted child, foster child, or minor step child ; or
- (d) any other person wholly dependant upon such member who satisfies the Committee that he is so dependent : Provided that the Committee’s

decision as to who the dependants of the deceased member are, shall be final ;

“FSB” means Financial Services Board ;

“Fund” means the Provident Fund for the Furniture Manufacturing Industry, KwaZulu-Natal, continued in terms of clause 10 of this collective agreement ;

“Fund week” means the period from midnight between Thursday and Friday to midnight between the following Thursday and Friday, or such other time as may be agreed upon by the Council ;

“Furniture Manufacturing Industry” : means without in any way limiting the ordinary meaning of the expression, the manufacture of furniture either in whole or in part of all types of furniture irrespective of the materials used and shall include the following :

(a) Furniture :

Assembling of all items and / or components of furniture, repairing, spraying, polishing, re-polishing, wood machining, veneering, woodturning, carving, painting, staining, wood bending and laminating, the making of and / or repairing of frames, loose covers and / or cushions. Furniture manufacturing shall also include hotel, tea room or restaurant furniture, office, church, school, bar and theatre furniture, cabinets for musical instruments and radio cabinets. The veneering, laminating, papering and / or wrap of all types of doors, large or small, including the manufacturing of all items or components, whether or not such items are intended to be free standing, built in and / or affixed to a building as listed in (i) to (vii) below :

- (i). dressers, cupboards, units for the housing of sinks and appliances,



grocery cupboards, shelves, pigeon holes, worktops, tables, chairs, benches and pelmets ;

- (ii) multi-purpose cabinets which can be used either singly or in combination with each other for various purposes, including kitchen dressers, kitchen cupboards and fittings including cupboards and / or cabinets in any other part of a building ;
- (iii) headboards and pedestals for beds, wardrobes and wall units ;
- (iv) other cabinets and cupboards, benches, tables, chairs, benches for laboratories, shops, offices or banks ;
- (v) counters, shelves and cupboards for use in bars, hotels, shops, offices or banks
- (vi) the assembly of and fitting in any building of any type of furniture;
- (vii) the repairing or remedying in any building of any type of furniture ;

(b) Bedding :

The manufacture and / or processes involved in the manufacture of bedding, including all types of mattresses, spring mattresses, overlays, pillows, bolsters, spring units, bed spring mattresses and studio couches, which is designed for seating and / or conversion into a bed and of which the frame is constructed mainly of metal and the seating and / or sleeping surface consists of a mattress and / or cushion.

(c) Upholstery :



The upholstering and / or re-upholstering of all types of furniture, or item of furniture, bedding, pelmets and mattress bases.

(d) Curtain Making :

The making, altering, repairing and / or fitting of curtains, rails, rods and pelmets.

(e) Cane Furniture :

The manufacturing of furniture made principally of wicker, cane and / or grass.

(f) Ancillary Items :

The manufacture in a factory, building and / or elsewhere in conjunction with items specified under (a) to (e) products of which wood constitutes the main component, which shall include plywood, veneer boards, chip board, laminated board, block board and / or any similar product for use in ;

- (i). the erection, completion, renovation, repair, maintenance or alteration of permanent finish of buildings or structures, including but not limited to mouldings, skirting boards, panelling, shelving, banisters, partitioning and shall include doors and door frames, windows and window frames.

“LRA” means the Labour Relations Act, 1995 (Act No. 66 of 1995) ;

“learner” means an employee serving under a written contract of learnership entered into under the provisions of the Skills Development Act, 1998 (Act No. 97 of 1998).

“Main Collective Agreement” means any current agreement for the Furniture Manufacturing Industry, KwaZulu-Natal, published in terms of section 32 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act ;

“member” means an employee who has been admitted as a member of the Provident Fund and/or Association in terms of the Rules as registered with FSB and / or with clause 11 and clause 17 and the words “member” and “membership” shall have a corresponding meaning ;

“normal wage” means the wage based on an employee’s earnings and payable had he worked 44 hours, excluding overtime, holiday pay and any bonus, during any one week.

“old age” means the age of 65 years or over ;

“pay-day” means Friday in each week except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday or any day in respect of which exemption has been granted by the Council to permit it being a pay-day ;

“PFA” means the Pension Funds Act, (Act No. 24 of 1956) ;

“Provident Fund Auditor” means a public accountant as defined in the Pension Funds Act for the purpose of the Provident Fund ;

“retirement” means permanent retirement from the Industry through incapacity, ill-health or old age, and “retire” has a corresponding meaning ;

“**rules**” means the rules of the Provident Fund as registered in terms of the Pension Funds Act, No. 24 of 1956, or the Mortality Benefit Association made by the Council in terms of **Chapter III** of this Agreement ;

“**Secretary**” means the Secretary appointed in terms of clause 4 hereof ;

“**trustee(s)**” means the trustee(s) appointed or elected in terms of the Rules of the Provident Fund, or clause 23 of this collective agreement relating to the Mortality Benefit Association, whichever applies ;

4. ADMINISTRATION

- 1 The Provident Fund shall be administered by the Board in terms of the requirements of the Pension Funds Act. The Board of the Provident Fund may enter into a written agreement with the council to provide administration of the Provident Fund in line with the requirements of the Pension Funds Act.
- 2 The Council as the Administrator of the Provident Fund as authorised by the Board, shall appoint an auditor, a Secretary and staff on such terms and conditions as it may deem fit and may vary such appointments, arrange and provide for premises, office furniture and equipment for the administration of this collective agreement in relation to the Provident Fund in compliance with the Pension Funds Act.
- 2 (a) The control and management of funds by the Council shall be vested in a Management Committee consisting of the Chairperson and Vice-Chairperson of the Council, together with four employer and four employee representatives, who shall be delegates to the Council and shall be appointed by the Council on to the Management Committee. For each representative, an alternate shall be appointed by the Council from its Members. The Chairperson and Vice-Chairperson of the Council shall be

the Chairperson and Vice-Chairperson of the Management Committee, respectively.

- (b) The Council shall have the authority to prescribe alter or amend its own rules of procedure for the Management Committee, provided that such rules or any amendments thereto, shall not be inconsistent with the provisions of the Rules of the Fund, this collective agreement or with the provisions of any Act.

3 All expenses incurred for the purpose of the administration of either the Provident Fund or the Mortality Benefit Association, shall be a charge against either fund or alternatively the Council may charge a fee for the administration of either the Provident Fund or Mortality Benefit Association, in which case the details of such arrangement shall be encapsulated in an Administration Agreement between that particular fund or association and the Council.

4 The Council shall collect and receive all revenue of the Provident Fund and the Mortality Benefit Association and shall deposit all monies so received into a bank account opened in the name of the Provident Fund or the Mortality Benefit Association.

5 In particular the Committee may -

- (a) realise, sell or otherwise dispose of or deal with any of the assets of the Mortality Benefit Association ;
- (b) contract with an insurance company registered in terms of the insurance Act, 1943 (Act No. 27 of 1943), to underwrite all or any of the benefits specified in clause 19 regarding the Mortality Benefit Association.

- 6 Should a dispute arise at any time as to the administration of either the Provident Fund or the Mortality Benefit Association in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for decision.
- 7 With reference to the Mortality Benefit Association, every employer shall notify the Secretary of the Council of the death of any member in his employ. The Secretary shall, as soon as possible upon receiving information from any source of the death of a member, notify the dependant(s) by letter or circular, stating the last known place of work of the deceased member and that benefits may be claimed upon application at an address specified by the Management Committee.
- 8 The Council shall be entitled to recover from an employer, on the appropriate attorneys' and client scale, all monies disbursed by it in respect of legal fees and expenses incurred for the recovery of any monies deducted by an employer from any monies due to an employee, but not paid over to the Council by such employer in terms of this Agreement.

5. ENFORCEMENT OF COLLECTIVE AGREEMENT

- 1 Despite any other provisions of this collective agreement, the Council may Appoint one or more persons and may request the Minister of Labour to appoint such persons as designated agents in terms of Section 33 (1) of the Act to promote , monitor and enforce compliance with this collective agreement.
- 2 In the event of non-compliance with this collective agreement, a designated agent may secure compliance by –
 - (a) publicising the contents of this Agreement.
 - (b) investigate complaints.



- (c) conduct inspections.
 - (d) issue a compliance order ; or
 - (e) adopt any other means the Council may have approved of ; and
 - (f) perform any other function which is conferred on or imposed on the agent by the Council.
- 3 In the event that non-compliance prevails after the issuance of a compliance order in terms of sub-clause 2 (d) above, the agent must :
- (a) submit a report to the Secretary of the Council, specifying that compliance had not been achieved.
- 4 Upon receipt of such report, the Secretary of the Council shall –
- (a) Appoint an arbitrator from the list of arbitrators supplied by the CCMA to arbitrate the matter ; or
 - (b) take such steps as deemed necessary to give effect to any agreement reached after the compliance order was issued in resolving the matter.
 - (c) An arbitrator appointed in terms of this Clause shall have all the powers assigned to an arbitrator as contemplated by the Act, including but not limited to the charges and penalties as further contemplated by Section 33A of the Act read with the applicable Regulations.
- 5 The Secretary shall make application to certify the arbitration award or settlement agreement, whichever applies, as order of the Labour Court.
- 6 A designated agent appointed under Section 33 (1) of the Act, shall in addition to the powers referred to in this Clause, have the powers as assigned to designated agents as set out in Schedule 10 and Section 142 of the Act, read with the changes required by the context.



6. DISPUTES AND DISPUTES ABOUT THE INTERPRETATION OF THIS COLLECTIVE AGREEMENT

1 The Council shall be the body to perform dispute resolution services within the Industry - Provided that :

- (a) The Council is accredited by the CCMA ; and
- (b) the persons appointed to execute the dispute resolution functions are competent to do so.
- (c) The Council shall adopt the Rules of the CCMA in performing its dispute resolution functions.

2 Disputes about the Interpretation of this collective agreement :


- (a) If there is a dispute about the interpretation of any provisions of this collective agreement, any party to the dispute may refer the dispute to the Council.
 - (b) The referring party must satisfy the Council that a copy of the referral has been served on all other parties to the dispute.
 - (c) The Council must attempt to resolve the dispute through conciliation.
- (d) The Secretary of the Council may appoint a suitable person to conciliate the dispute from the list of Commissioners made available by the CCMA from time to time, or as otherwise agreed between the parties to the dispute.

- (e) In the event that the dispute remains unresolved, any party to the dispute may request the Secretary of the Council to appoint an arbitrator to arbitrate the dispute : -
 - (i) a similar procedure be followed as set out in sub-clause (d) above in respect of arbitration ; and
 - (ii) the rules of the CCMA shall apply to arbitrations under this section.

7. EXEMPTIONS

- 1 Any person bound by this Agreement may apply for exemption.
- 2 The authority of the Bargaining Council is to consider applications for exemptions and grant exemptions.
- 3 The Bargaining Council must determine its exemptions policy and process all exemptions applications in terms of this policy.
- 4 All applications for exemption shall be made in writing on the appropriate application form, obtained from the Bargaining Council, setting out relevant information, including:
 - (a) The provisions of the agreement in respect of which exemption is sought;
 - (b) The number of persons in respect of whom the exemption is sought;
 - (c) The reasons why the exemption is sought;
 - (d) The nature and size of the business in respect of which the exemption is sought;
 - (e) The duration and timeframe for which the exemption sought;
 - (f) The business strategy and plan of the applicant seeking the exemption;

- (g) The applicant's past record (if applicable) of compliance with the provisions of the Collective Agreement, and any exemptions certificates previously issued.
 - (h) The recorded views expressed by the trade union or workforce itself during the plant level consultation process; and
 - (i) Any other relevant supporting data and financial information the *Council* may prescribe from time to time.
- (a) An exemption application in respect of a term or provision in a *Collective Agreement* concluded in the *Council* that applies throughout the *Industry* must be considered by an exemptions body appointed by the *Council* ;
- 5 The Bargaining Council shall decide on an application for exemption within 30 days of receipt.
- 6 Upon receipt of an application by the Bargaining Council, it shall immediately refer the application to the exemptions body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- 7 An exemptions body appointed by the *Council* may request additional information from an applicant applying for exemption.
- 8 In scrutinising an application, the Exemptions Body or the Independent Body will consider the details of the application, the views expressed by the trade union or workforce, affected employers, any other representations received in relation to the application, and the factors and criteria as listed in clause 14 below.
- 9 The *Secretary* must advise the applicant in writing of the decision of the exemptions body within 15 days from the date of the decision.
- 10 In the event of the exemptions body granting, partially granting or refusing to grant an application, the applicant shall be informed of the reasons for the decision and have the right to appeal in writing on the appropriate appeal application form against the decision to



the Independent Body, established by the Bargaining Council within 21 days from the date of being informed of the outcome.

- 11 In terms of section 32(3)(e) of the Act, the Bargaining Council must establish an Independent Body to hear and decide as soon as possible any appeal brought against the exemptions body's refusal of a non-party's application for exemption from the provisions of a collective agreement by the exemptions body or withdrawal of an exemption by the Bargaining Council.
- 12 The Independent Body shall hear and decide and inform the applicant and the *Bargaining Council* as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body.
- 13 No representative, office-bearer, or official of a trade union or employers' organisations party to the Bargaining Council, may be a member of, or participate in the deliberations of, the Independent Body established by the Bargaining Council.
- 14 When considering an application, the Exemptions Body or, the Independent Body whichever the case may be must consider, in addition to clause 8, the following:
 - (a) Whether the granting of the exemption or appeal will prejudice the objectives of the *Bargaining Council* or contravene the provisions of any labour legislation or *Collective Agreements*;
 - (b) The circumstances prevailing in the Furniture Manufacturing Industry as a whole likely to be affected by the application and / or the interest of the industry regarding unfair competition, collective bargaining, potential for labour unrest and increased employment;
 - (c) The nature and size of the business in respect of which the application is made;
 - (d) Whether the duration of the exemption or appeal is for a limited or specified period;

- (e) Any representations made by the employees likely to be affected by the application and interest of employee's as regard exploitation, job preservation, sound conditions of employment, possible financial benefits, health and safety of workers and infringement of basic rights;
- (f) Whether the business strategy and plan presented by the applicant demonstrates that the granting of the exemption or appeal will make a material difference to the long-term viability of the business in respect of which the exemption or appeal is sought;
- (g) Whether a refusal to grant an exemption or appeal will result in undue financial hardship to the applicant, financial instability, impact on productivity, future relationship with the employees' trade union and operational requirements ;
- (h) Whether the granting of the exemption or appeal will undermine collective bargaining and be likely to cause undue financial hardship to the employees affected ;
- (i) Whether the granting of the exemption or appeal will impact negatively on parity agreements ;
- (j) Whether the granting of the exemption or appeal will impact negatively on local competitors who are complying with *Collective Agreements* ; and
- (k) Whether the employees or their representatives have been consulted and their views recorded, and / or any agreement reached between the applicant and the workforce.
- (l) Any other relevant supporting data and financial information as prescribed by the Bargaining Council and supplied by the applicant.

- 15 In the event of the Independent Body granting, partially granting or refusing the grant the appeal, the applicant shall be informed in writing of the reasons for the decision within 21 days from the date of the decision.
- 16 The decision of the Independent Body is final and binding upon the applicant and the Bargaining Council.
- 17 If an exemption or appeal is granted or partially granted, the Exemptions Body or the Independent Body, shall issue a certificate, signed by Secretary, containing the following particulars:
- (a) The full name of the applicant(s) or enterprise concern;
 - (b) The trade name;
 - (c) The provisions of the Agreement from which exemption or appeal has been granted;
 - (d) The period for which the exemption or appeal shall operate;
 - (e) The date of issue and from which day the exemption or appeal shall operate;
 - (f) The condition(s) of the exemption or appeal granted; and
 - (g) The area in which the exemption or appeal applies.
- 18 An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at the workplace.
- 19 The Secretary must maintain a register of all exemption and appeal certificates granted, partially granted or refused.



8. INDEMNITY

- 1 The members of the Council and/or the Management Committee, shall not be held responsible for any act which may result in loss to the Provident Fund or Association, and they are hereby indemnified by the Fund or Association against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.
- 2 The Council and/or the Management Committee, shall not be held responsible for any contributions deducted or any contributions due and payable by the employers which are not paid into the Provident Fund or Association up the sequestration or liquidation of the employer's estate or at all.

9. GENERAL PROVISIONS

- 1 The benefits, rights or interests to which a member of the Provident Fund or Mortality Benefit Association may claim to be entitled to in terms of this collective agreement shall not be used as grounds for damages in any action brought by such member against an employer in respect of dismissal. Nothing in this collective agreement shall in any way restrict the right of an employer to terminate the employment of such a member.
- 2 No person, whether a member or otherwise, shall have any claim, right or interest in respect of the Provident Fund or Mortality Benefit Association or any contributions thereto, or any claim against the Council or the Management Committee established in terms of this collective agreement, except under and in accordance with the provisions of this collective agreement.
- 3 Subject to the provisions of the insolvency Act, 1936, or any other Act, if the estate of any member and/or his dependant is sequestrated or assigned, the benefit to

which such member or dependant is entitled, shall not form part of the assets of his insolvent or assigned estate, but shall revert to the Mortality Benefit Association, and may be dealt with by the Management Committee concerned in a manner calculated, in the opinion of the Management Committee, to benefit such a member or dependant.

CHAPTER II

10. THE PROVIDENT FUND FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL

- 1 The Provident Fund, formerly known as the "Benefit Fund for the Furniture Industry" which was established in terms of the Agreement published under Government Notice 475, dated 28 March 1958, and which was subsequently known as the "Provident Fund Sick Benefit Society and Mortality Benefit Association", is hereby continued in so far as matters relating to the Provident Fund and Mortality Benefit Association for the Furniture Manufacturing Industry, KwaZulu-Natal, is concerned, under the name "Provident Fund for the Furniture Manufacturing Industry, KwaZulu-Natal".
- 2 The Provident Fund shall consist of –
 - (a) monies standing to the credit of the Provident Fund at the date of the coming into operation of this collective agreement ;
 - (b) the total weekly contributions of both the employers and members paid into the Provident Fund, less any amounts to be diverted in terms of clause 12 (4) ;



- (c) interest derived from the investment of any monies of the Provident Fund;
 - (d) any other monies to which the Provident Fund may become entitled by virtue of this collective agreement or for any other reason, or which may be donated to the Fund .
- 3 Copy of the Registered Rules of the Provident Fund as amended from time to time and a copy of the audited financial statement shall be submitted to the Registrar of Labour Relations.

11. MEMBERSHIP

- 1 Membership of the Provident Fund shall be compulsory and shall be further subject to the registered Rules of the Provident Fund relating to Membership.

12. CONTRIBUTIONS

- 1 (a) Subject to the provisions of paragraph (b) hereof, every employer shall on the first pay-day after the date upon which this agreement comes into operation and therefore on every pay-day of each Fund Week, deduct from the wages of each and every member in his employ the amount specified in column A of Annexure A to this collective agreement. To the amount so deducted the employer shall add a contribution as specified in column B of Annexure A to this collective agreement.
- (b) Notwithstanding anything to the contrary contained in this collective agreement, should a member work for only two days or less during any one Fund Week, no contribution shall be made.

- (c) Deductions shall be made from wages received by a member for periods of paid leave of absence from work and paid holidays during any period of employment other than during the period of annual closure, provided that such paid public holiday falls on a normal working day
- 2 (a) Subject to the provisions of paragraph (b) hereof, the employer shall forward monthly the total contributions referred to in sub-clause 12(1)(a) of this clause, together with a return in the form prescribed by the Council from time to time, to reach the Secretary not later than the 10th day of month following the month during which the member's deductions were required to be made.
- (b) An employer who is in arrears with payment in terms of Sub-clause 2 (a) hereof and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of the date of such warning shall, upon being notified by the Council in writing to do so, submit the contributions referred to in sub-clause 1 of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the contributions are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the return referred to in sub-clause (a) hereof. An employer to whom the provisions of this sub-clause have been applied, may revert to the payment of contributions on the monthly basis provided for in terms of sub-clause (a) hereof only upon being notified by the Council in writing.
- (c) If not already furnished in respect of present employees, but in any event whenever a new employee enters the industry, the first statement referred to in sub-clause (a) or (b) hereof following the date upon which such employee became eligible for membership of the Fund shall be accompanied by a schedule reflecting the full names of the employee,

as well as such employee's address, identity/reference number and the address and identity/reference number, where available, of the member's dependant(s) and/or any other information that may be required by the Council from time to time.

- (d) Every member, if he has not already done so, but in any event joining the Provident Fund, shall advise his employer of his address and identity/reference number and of the address and identity/reference number where available, of his dependant(s). Every member shall furnish his employer with any change of address of his dependant(s) and every employer shall advise the Secretary thereof in writing.
- (e) Should an amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as may remain unpaid, calculated at the rate as Prescribed by the Pension Funds Act, 1956 as amended, Section 13A Regulation 33 and Notices by the Registrar of Pension Funds from such 10th day until the day which payment is actually received by the Council :

- 3 If any contribution is made to the Provident Fund erroneously, the Provident Fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.
- 4 From the weekly contributions received from the employee and his employer, the Council shall -
- (a) divert to the Natal Furniture Workers' Sick Benefit Society in respect of members contributions as prescribed in Clause 18, in the event that any other Society established with similar objectives between the Parties, in respect of members, such contributions as are prescribed by that collective agreement.

- (d) divert to the Mortality Benefit Association embodied in Chapter III of this collective agreement such contributions as are prescribed in clause 18 (1) and (2).

13. BENEFITS

- 1 A member shall be entitled to payment of the benefits accrued to him in terms of the Rules of the Fund as registered in terms of the Pension Funds Act no. 24 of 1956 as amended or any successor thereof.

14. EXPIRY OF COLLECTIVE AGREEMENT, DISSOLUTION OF COUNCIL AND LIQUIDATION

- 1 In the event of the expiry of this collective agreement by effluxion of time or cessation / or any other cause and no subsequent collective agreement being negotiated, the Management Committee shall continue to observe this collective agreement as terms of reference and as a framework for administrative purposes until such time as subsequent arrangements are made and agreed upon by the Parties to the Council and the Provident Fund Board of the Fund.

CHAPTER III

15. NATAL FURNITURE WORKERS' MORTALITY BENEFIT ASSOCIATION

- 1 The Association formerly known as the "Natal Furniture Workers' Mortality Benefit Association, which was established in terms of Government Notice No. R. 1236 dated 08 July 1977, is hereby continued in as far as matters relating to the Association is concerned.

- 2 The monies of the Association shall consist of -
- (a) any monies which may be transferred to the credit of the Association as at the date of the coming into operation of this collective agreement ;
 - (b) the contributions diverted to the Mortality Benefit Association in terms of clause 12(4)(a) of this collective agreement ;
 - (c) interest derived from the investment of any monies of the Association ; and
 - (d) any other monies to which the Association may become entitled or which may be donated to the Association.

16. OBJECTS

- 1 The objects of the Mortality Benefit Association shall be to provide benefits for a dependant of a member of the Association in the event of the death of such member. For the purposes of this Chapter, "dependant", in relation to a member, shall mean, at the discretion of the Management Committee, any one or more of the following :
- (a) His widow ; and/or
 - (b) his minor child and/or minor step-child ; and/or
 - (c) any other person wholly dependant upon such member and who satisfies the Management Committee that he is so dependent ; or
 - (d) a beneficiary nominated by a member where at the date of nomination there is no dependant : Provided that should a dependant under (a) or (b) be established, the nomination of a beneficiary shall be deemed invalid.

- 2 The Management Committee's decision as to who the dependants of the deceased member are in terms of this clause shall, subject to the approval of the Council, be final.

17. MEMBERSHIP

- 1 (a) Membership of the Mortality Benefit Association shall, subject to the provisions of sub-clause 1 (2), consist of all employees (other than casual employees) for whom a wage is prescribed in the main collective agreement and of learners.
- (b) Notwithstanding the provisions of paragraph (a) hereof, membership shall further, at the discretion of the Committee, be open to all other persons engaged in the Industry, other than casual employees, who elect to become members and in respect of whom their employers have consented to make the contributions provided for in clause 12 of this collective agreement.
- 2 Subject to the provisions of sub-clause (3) hereof, membership of the Mortality Benefit Association shall cease -
- (a) immediately there is a cessation of contribution in respect of such member ; or
- (b) When a member severs his connection with the industry, and the dependants of such former member shall thereupon not be entitled to the benefits specified by clause 19 of this Chapter.
- 3 Notwithstanding anything to the contrary contained in sub-clause (2) hereof, membership shall not cease where the cessation of contributions is occasioned by-

- (a) whilst still in employment the inability of the member to work because of ill-health ;
- (b) short time.

18. CONTRIBUTIONS

- 1 The Mortality Benefit Association contributions payable in respect of each member shall be 60c per week and shall in respect of a member referred to clause 17 (1) (a), be diverted in equal proportions in terms of clause 12 (4) from the contributions prescribed in clause 12 (1) (a) of this collective agreement ; and
- 2 in respect of a member referred to in clause 17 (1) (b) be deducted weekly by his employer from the wages of the member and forwarded month by month to the Secretary of the Mortality Benefit Association.

19. MORTALITY BENEFITS

- 1 Upon the death of a member who had not attained the age of 65 years at the time of his death and on behalf of whom the Mortality Benefit Association received the contributions up to the day of his death, or who had not attained the age of 65 years and who ceased to contribute to the Association prior to his death for the reasons specified in sub-clauses 17 (3) (a) and (b), the mortality benefits payable to the dependant shall, subject to sub-clause 19 (6), be in accordance with Column A of the table below. Likewise, upon the death of a wife or child of a member where the Mortality Benefit Association had received contributions up to the date of such death, the mortality benefits payable to the member shall, subject to sub-clause 19 (6), be in accordance with Column B and/or C of the following schedule :

SCHEDULE

Period of Member contribution	MEMBER	SPOUSE	EACH CHILD
	A	B	C
Up to 2 years	1,020	-	-
2 years plus	1,500	600	400
3 years plus	1,980	600	400
4 years plus	3,000	600	400
5 years plus	3,600	800	480
6 years plus	4,200	800	560
7 years plus	4,800	800	640
8 years plus	5,400	900	720
9 years plus	6,000	900	800
10 years plus	6,600	1,000	960
11 years plus	7,200	1,000	960
12 years plus	7,800	1,200	1,040
13 years plus	8,200	1,300	1,120
14 years plus	9,000	1,400	1,200
15 years plus	9,600	1,500	1,280
16 years plus	10,200	1,600	1,360
17 years plus	10,800	1,700	1,440
18 years plus	11,400	1,800	1,520
19 years plus	12,000	1,900	1,600
20 years plus	12,600	2,000	1,680

- 2 Should a deceased member have no dependant(s), the Management Committee may, in its discretion, consider an application for an *ex gratia* payment in respect of the burial costs of such deceased member : Provided that should the Management Committee decide to make such payment, it shall not exceed the amount of R250 in the case of members referred to in sub-clause 19(1). The Management Committee's decision in regard to such application shall be final.
- 3 Where a deceased member has no dependant(s), the Management Committee shall transfer such amount as the deceased member would have received had he had dependants, less any *ex gratia* payments made in terms of sub-clause 19(2), to a reserve fund created for the payment of benefits to the dependants of non-contributing members who at the time of their death were not contributing to the Mortality Benefit Association for reasons specified in clause 17 (3).
- 4 Depending upon such surplus as may have accrued to the non-contributory members' reserve fund created in terms of sub-clause 19(3), the Management Committee shall upon the death of a non-contributory member referred to in that sub-clause decide in relation to such deceased member's period of contributory membership, upon the mortality benefits to be paid, at the entire discretion of the Management Committee to the dependant(s) of such member, which amount shall not exceed R1,000.
- 5 If at any time the amount to the credit of the non-contributory members' reserve fund falls below R1,000, payment in terms of sub-clause 19(4) shall cease. Payment of any benefits in terms of sub-clause 19(4) shall not be resumed until the amount to the credit of the non-contributory members' reserve fund exceeds R2,000.
- 6 Notwithstanding the provisions of sub-clause 19(5), should the amount in the non-contributory members' reserve fund exceed R1,000, but the total amount to the credit of the Mortality Benefit Association fall below R6,000, no payment shall be made until the requirements of clause 20 (3) have been complied with.



- 7 The Management Committee may in its discretion transfer monies, in addition to the monies referred to in sub-clause 19(3), from the Mortality Benefit Association's accumulated funds to the non-contributory members' reserve fund should this reserve fund not be able to meet the commitments : Provided that the Association's accumulated monies shall not by such transfer be reduced to an amount of less than R15,000.

20. LIMITATION OF BENEFITS

- 1 No payments shall be made in terms of clause 19, unless application therefore is made within a period of one year from the date of death where after the benefits shall revert to the Mortality Benefit Association for the benefit of the remaining members, and there shall thereafter be no further claim against the Association.
- 2 The Mortality Benefit Association shall not be liable to pay any benefits, other than at the discretion of the Management Committee, where the claim arises from death
- (a) while insane or in a state of intoxication, by reason of suicide or attempted suicide or intentional self-inflicted injuries or because of self-inflicted gunshot wounds ;
 - (b) while engaged or taking part in aeronautics or aviation of any kind or resulting from the member being in any aircraft except as a fare-paying passenger in a fully licensed standard type of aircraft operated by a recognised airline on a regular air route or in a fully licensed standard type of multi-engine aircraft operated by a recognised air charter company ;
 - (c) while riding or driving in any kind of race or resulting from mountaineering, alpine winter sports, ice hockey, steeple chasing, polo, motor cycling or the use of motor scooters and/or mechanically driven cycles of any description ;

- (d) while engaged or taking part in military, navel or air force service operations ;
 - (e) from any consequences arising directly or indirectly from war, invasion, hostile acts of foreign powers, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or a state of siege, or whilst engaged or taking part in any disturbances of the public peace or riots or civil commotions of any kind.
- 3 If at any time the amount to the credit of the Association drops below R12,500, payments in terms of clause 20 shall cease and shall not be resumed until the amount to the credit of the Association exceeds R25,000.

21. POWERS AND DUTIES OF THE COMMITTEE

- 1 Subject to the approval of the Council, the Committee shall direct the policy of the Mortality Benefit Association and administer the general business and activities of the Association in accordance with the provisions of this Chapter, and in so doing, the Committee shall take all such steps as it may deem necessary, or which it considers will be conducive towards or will assist in the attainment of such object.

22. FINANCIAL CONTROL

- 1 All expenses incurred in connection with the administration of the Mortality Benefit Association shall be a charge against the Mortality Benefit Association.
- 2 All monies not required to meet current payments and expenses shall be invested in:



- (a) savings accounts, permanent shares or fixed deposits with any registered bank or financial institution ; and / or
 - (b) internal registered stock as contemplated in section 21 of the Exchequer Act, (1975) (Act No. 66 of 1975) ; and / or
 - (c) a registered unit trust ; or
 - (d) any other manner approved by the Registrar of Labour Relations.
- 3 The financial year of the Association shall end on 30 June of each year.
- 4 As soon as possible after 30 June of each year, the Association shall prepare a statement of all revenue and expenditure of the Association and a balance sheet showing the assets and liabilities in respect of the preceding period of 12 months ending 30 June, which shall be certified by the auditor and countersigned by the Chairman of the Mortality Benefit Association and the Secretary of the Council and shall be submitted to the Council together with any report by the auditor thereon.
- 5 The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall, be submitted to the Registrar of Labour Relations as required by the Act.

23. DISSOLUTION OF THE MORTALITY BENEFIT ASSOCIATION

- 1 Upon the liquidation of the Association the Management Committee, the liquidator or the trustees, as the case may be, shall forthwith proceed to convert all the investments and assets of the Mortality Benefit Association into cash funds and

invest such cash on call within 30 days', pay all creditors, administration and liquidation expenses from the funds of the Mortality Benefit Association.

- 2 (a) Notwithstanding anything to the contrary contained in this Chapter, should any monies thereafter remain to the credit of the Mortality Benefit Association upon liquidation in accordance with sub-clause 23(1), such monies shall be paid into the general funds of the Council : Provided, however, that the Council shall, in the event of a claim being received within a period of three years from the date upon which the relevant benefits become due, as specified in clause 19 (6) hereof, be entitled in its absolute discretion to make payments to the beneficiaries concerned out of the monies which have been forfeited to the funds of the Council.
- (b) If the affairs of the Council have already been wound up and the balance of the Council's funds distributed, monies forfeited in terms of sub-clause 23 (2) (a) hereof shall, in the event of the Mortality Benefit Association already having been liquidated, be distributed as provided for in terms of the Council's Constitution, as if they formed part of the general funds of the Council.

ANNEXURE A

Schedule of total deductions and contributions to be made in terms of Clause 12(1)(a) of this collective agreement towards the Provident Fund for the Furniture Manufacturing Industry, KwaZulu-Natal.

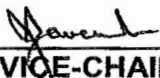


A	B
Employee's weekly deductions from wages 7.25 per cent of actual hours worked to a maximum of 44 hours per week.	Employer's weekly contribution 7.25 per cent of actual hours worked to a maximum of 44 hours per week.

SIGNED AT DURBAN ON THIS *21st* DAY OF *April* 2016.



CHAIRPERSON
R. TARR



VICE-CHAIRPERSON
S. GOVENDER



SECRETARY
G.J.P. BLIGNAUT