

**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY,
KWAZULU NATAL – FURNITURE WORKERS' SICK BENEFIT SOCIETY**

COLLECTIVE AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1995, as amended 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 parties to the Bargaining Council for the Furniture Manufacturing Industry,

KwaZulu-Natal



1.A NATAL FURNITURE WORKERS' SICK BENEFIT SOCIETY

- (1) The Natal Furniture Workers' Sick Benefit Society is hereby continued.
- (2) The monies of the Society shall consist of :-
 - (a) any monies which may be transferred to the credit of the Society as at the date of coming into operation of this Agreement ;
 - (b) the contributions diverted to the Society in terms of clause 12(5) of Chapter II of the Provident Fund Agreement;
 - (c) interest derived from the investments of any monies of the Society ; and
 - (d) any other monies to which the Society may become entitled or which may be donated to the Society.

1.B SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, KwaZulu-Natal :-

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 in the Furniture Manufacturing Industry in :-

- (a) The whole of the Province of KwaZulu-Natal.

1.C OBJECTS

- (1) The objects of the Society shall be to raise and maintain funds by contributions and donations for the purpose of providing, in accordance with this collective agreement, members and their dependants with affordable health care.

The Society may further do all other things as are incidental or conducive to the attainment of any object, or any of the powers or functions referred to in this collective agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on 01 July 2015 and shall remain in force until 30 June 2021.

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Labour Relations Act, 1995, as amended shall have the same meaning as in that Act and unless the contrary intentions 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 --

"Act" means the Labour Relations Act, 1995, as amended;

"Administrator" means anybody appointed in terms of Clause 4(2) of this agreement ;

"Auditor" means a public accountant as defined in the Act ;

"Ancillary" means supplementary supporting or additional to ;

"Compulsory member" means a member of the trade union.

"Contributions" means the moneys payable to the Provident Fund in terms of clause 12 of that Collective Agreement and monies diverted to the Society in terms of clause 10(1) of this Collective Agreement.

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

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“Employers” means the KwaZulu-Natal Furniture Manufacturers’ Association.

“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 :

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

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(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 ;

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 unit 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.

Upholstery :

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

Curtain Making :

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

Cane Furniture :

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

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 moldings, skirting boards, paneling, shelving, banisters, partitioning and shall include doors and door frames, windows and window frames.

Manufacturing of metal furniture, metal bedsteads and furniture manufactured wholly from plastic materials, shall be excluded.

"Main 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 Society in terms of clause 6 and the expression "member" and "membership" shall have a corresponding meaning ;

"Old age" means the age of 65 years or over ;

"Provident Fund" means the Provident Fund for the Furniture Manufacturing Industry, KwaZulu-Natal ;

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

"Secretary" means the Secretary of the Bargaining Council ;

"Sickness" means any physical disorder, incapacity or in disposition through

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ailment, disease, illness or injury for which members and dependants are entitled to benefits by virtue of this Collective Agreement ;

"Society" means the Natal Furniture Worker's Sick Benefit Society established in terms of clause 1(1) of this Agreement ;

"Trustee(s)" means the trustee(s) appointed in terms of clause 4 ;

"Trade Union" means the National Union of Furniture and Allied Workers' of South Africa.

4. ADMINISTRATION

- (1) The trustees of the Society shall consist of five representatives nominated by the trade union and five representatives nominated by the employers' organisation. Designated alternates may take the place of trustees, in accordance with the provisions of the Council's Constitution.
- (2) The trustees of the Society shall have authority to appoint the administrators of the Society.
- (3) Should the Council be appointed as administrator of the Society, the Secretary of the Council or any staff members delegated for this purpose, shall be responsible for the proper administration of the Society.
- (4) The trustees of the Society may refuse and/or withhold any or all benefits from any member and/or his dependants who in its opinion have acted in a manner calculated or reasonably likely to injure the interest of the Society or their members.

- (5) Any disputes concerning the interpretation, meaning or intention of any of the provisions of the Society or concerning the administration of the Society which the trustees are unable to settle, shall be referred to the Council.

In the event that the matter remains unresolved, the Secretary of the Council shall appoint a Commissioner that appears on the list of accredited persons as supplied by the CCMA from time to time.

The decision of such Commissioner appointed, shall be final.

- (6) Should the Society be administered by the Council, the Society's trustees and employees of the Council shall not be liable for the debts and liabilities of the Society.
- (7) Should the Society be administered by the Council, the Society's trustees and employees of the Council shall not be held responsible for any act which may result in loss to the Society, where such act was done in good faith, and they are indemnified by the Society against all losses and expenses incurred by them in the course of their duties.
- (8) Should the Council be the administrator or be the collecting agent for the Society, it shall not be held responsible for any contributions deducted and any contributions due and payable by any employer and/or member not paid to the Council upon sequestration or liquidation of any employer.
- (9) Should the Council be the administrator or be the collecting agent for the Society, all expenses incurred in connection with the administration or collection of contributions for the Society, shall be charged against Society.

5. DESIGNATED AGENTS

The Council may appoint a designated agent to assist in giving effect to the terms of this Collective Agreement.



In addition, a designated agent duly appointed in terms of this clause shall have the same powers as conferred in terms of Schedule 10 of the Labour Relations Act 1995, as amended read with Section 33 of the same Act.

6. MEMBERSHIP

- (1) Membership to the Society shall consist of –
 - (a) compulsory members who are members of the Trade Union as defined under Clause 3 of this Agreement.
- (2) At the time of coming into operation of this Collective Agreement, the provisions of this Clause shall not apply to members who are engaged in the Industry and who are dependents or members of any other medical scheme : Provided that the Society shall have the right to request proof of such membership.
- (3) In the event that a Member of the Society becomes a member, or beneficiary to another medical scheme, such Member may apply for an exemption from the Sick Benefit Society, in the prescribed form, as required from time to time.

The following must accompany an application for exemption ;

- [a] Name of Medical Scheme.
- [b] Proof of membership.
- [c] Benefit structure.

Upon receipt of the items as they appear under [a] to [c] above, the Medical Committee of the Society shall compare benefits and exemption shall only be considered in the event that the new scheme's benefits are as a whole better than that of the Society.

The Medical Committee's decision in this regard shall be final and binding.

- (4) Membership and benefits of the Society, shall cease on the date that a Member has been granted exemption in terms of Clause 3, or when he leaves his

employer and / or the Industry, provided that in the event that such Member continues employment immediately with another employer in the Industry, membership and benefits shall continue.

- (5) Employers shall advise the Society as soon as possible of termination of employment of a Member of the Society.

7. MEMBERS' COMPLAINTS

- (1) Any complaints against the Trustees, any official or **any** service provider, such complaint shall be made in writing to the Council who shall have the authority to adjudicate and whose ruling shall be final.

8. ADMISSION OF DEPENDANTS

The following persons may, on the conditions set out hereunder, be admitted as dependants of a member:

- (a) A member's wife and the member's children under the age of 18 years (including legally adopted and foster children) subject to such proof as the Trustees or the Administrators may require of their being wholly dependent on such member.



9. MEMBERSHIP CARDS

- (1) A card shall be issued to every member as evidence of membership. This card must be produced, upon request, to any person rendering services to a member
or dependant in terms of the provisions of the Society and for which the Society may be liable in whole or in part.
- (2) Members shall advise the Administrators of the Society immediately of –
 - (a) any change in the marital status of a member;
 - (b) the birth of a child to a member's wife or the legal adoption of a child by a member ;
 - (c) the death, the attainment of 18 years of age, or the marriage of a dependant ;
 - (d) a change of address.

10. CONTRIBUTIONS

- (1) Contributions by compulsory members shall be diverted in terms of clause **12(5)(a)** of the Provident Fund for the Furniture Manufacturing Industry, KwaZulu-Natal to the Society from the contributions provided for in clause **12(1)(a)** of that Collective Agreement and prescribed in the relevant columns of Annexure A to this Collective Agreement

11. BENEFITS

- (1) Notwithstanding anything herein contained, members and their dependants shall not become entitled to any of the benefits provided for in this clause unless such members have contributed not less than 13 weeks' contributions to the Society.
- (2) Upon qualifying members and their dependants shall be entitled to benefits as contained in Annexure B, as amended from time to time.

12. LIMITATION OF BENEFITS

The following shall not be a liability of the Society.

- (a) Any sickness arising out of disorderly behavior, misconduct, indulgence in alcohol or intoxicating liquor, or the misuse of drugs or the like ;
- (b) continuation of sickness in cases where a member or dependant refuses to observe any reasonable instruction or recommendation of his medical attendant ;
- (c) any accidental or willful injury which, in the opinion of the Administrators, should not be a charge against the Society, or any accidental or willful injury for which a third party is liable to pay, and does pay, compensation or which is covered by insurance including M.V.A. to the extent of such compensation or cover, as the case may be;
- (d) injuries received or occupational diseases contracted by a member whilst on duty, to the extent to which an employer provides for treatment;

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- (e) operations of choice ;
- (f) special treatments recommended by persons other than a registered medical practitioner ;
- (h) accounts submitted for payment more than four months after the date on which such liabilities were incurred ;
- (i) extreme sports and leisure activities of a risky nature which includes sky diving, bungee jumping etc.

13. FINANCIAL CONTROL

- (1) A banking account shall be opened by the Administrators in the name of the Society. The Administrator shall have the authority to open and operate such other banking accounts in the name of the Society as it may deem necessary from time to time and shall designate the persons authorized to operate upon any of the Society's banking accounts.
- (2) All monies shall be paid into the Society's banking account without delay.
- (3) Expenses incurred in connection with the administration and enforcement of this Collective Agreement shall be a charge against the Society.
- (4) The financial year of the Society shall end on 30 June of each year.
- (5) As soon as possible after 30 June of each year, the Administrator shall cause to be prepared a statement of all revenue and expenditure of the Society and a balance sheet showing the assets and liabilities in respect of the period of 12 months ended 30 June, which shall be certified by the auditor and countersigned by the Chairman and Secretary of the Society and submitted,



together with any report by the auditor thereon, to the Council.

- (6) In the event that the Society is to be administered by the Council, the abovementioned provisions shall apply *mutatis mutandis*.

14. AMENDMENTS

- (1) The Bargaining Council shall, upon ratifying any amendment to any clause or sub-clause, or any new clause being approved by the Council, inform all employers who are members of the KwaZulu-Natal Furniture Manufacturers'

Association of the date of commencement of such amendment or addition by facsimile letter, by hand or e-mail.

- (2) Every employer, upon receipt of such written notice from the Bargaining Council, shall cause a copy of the notice to be placed on the staff Notice Board for information of his employees ; the notice shall thereupon be deemed to be a notice informing the employees of such employer of the amendments or

additions referred to in (1) above and shall thereafter be binding on such employees unless or until withdrawn by a fresh notice.

- (3) In the event that any amendments relate to benefits under an administrator, the abovementioned requirement shall apply to the administrator.

15. LIQUIDATION OF THE SOCIETY

- (1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause and no subsequent agreement being negotiated for the purpose of continuing the operation of the Society or the Society not being transferred by the Council to any other fund constituted for the same purpose

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within 12 months from the date of expiry of this Collective Agreement, the Society shall be dealt with in the manner provided for in sub-clause (3). The Society shall during the said 12-month period be administered by the Medical Committee, or an administrator duly appointed.

- (2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period during which this collective agreement is binding in terms of Section 31 of the Act, the Society shall continue to be administered by the Trustees or an Administrator. If there is no Council in existence upon expiry of this collective agreement, the Society shall be dealt with in the manner provided for in sub-clause (3).
- (3) (a) The Trustees or the Administrator, as the case may be, shall after the expiry of the 12-month period referred to in sub-clause (1) or after the expiry of the Agreement in terms of sub-clause (2), continue to administer the Society and provide benefits to members, as if the Agreement remained in operation, until such time as the monies standing to the credit of the Society fall to the amount of R10,000.00 in which event the Society shall be liquidated by the Trustees, in terms of paragraph (b) hereof.
- (b) In the event of the liquidation of the Society in terms of this sub-clause, any amount left over after payment of all creditors, liabilities and debts of the Society shall be paid to the Trade Union, in proportion to the amount of contributions diverted in respect of members of the Trade Union, to assist it in the re-establishment of a sick benefit scheme.

Should the Trade Union no longer be in existence, the monies to be paid over to it in terms of this sub-clause shall be dealt within accordance with the provisions of section 103 of the Act as though it formed part of the assets of the Trade Union.

- (4) Should the Council have any reasonable cause for the Society to be dissolved at any time during the administration of the Society in terms of sub-clause (3)(a), the Society shall, notwithstanding the provisions of sub-clause (3)(a), be liquidated in the manner set out in sub-clause (3)(b).

ANNEXURE A

1. Employees Contributions

- (1) 2.25% minus 0.50 cents of the employee's weekly wages, diverted from the Provident Fund for the Furniture Industry, KwaZulu-Natal;

2. Employers Contributions

- (1) 2.25% minus 0.50 cents of the employee's weekly wages, diverted from the Provident Fund for the Furniture Industry, KwaZulu-Natal;

ANNEXURE B

NATAL FURNITURE WORKERS' SICK BENEFIT SOCIETY

Your sick benefit society membership comprises of the following :

Day to Day Benefits :

➤ **Consultations :**

Consultations to a **panel doctor** will be covered to a maximum of 20 visits per annum, commencing on 01 July of each year. Members joining after 01 July of each year, will have their consultations pro-rated.

Accounts from non-panel doctors are not refundable, unless as a result of the non-availability of the panel doctor in the event of an emergency. In this instance, payment will be considered for one (1) visit only and the maximum payment will be 80% of the prescribed consultation fee.

➤ **Specialist Consultations :**

There is no specialist benefit.

➤ **Dentistry :**

Accounts for dental treatment are refundable upon submission and receipt to the Council office of the original invoice. Accounts will be refunded to a maximum of R250 per member per year.

Please note that advanced dentistry (bridging and crowns) are not covered.

A benefit of R800 per family per five (five) year cycle is available for cost and supply of dentures.

➤ **Optical :**

Accounts for optical treatment and spectacles are refundable upon submission and receipt to the Council office of the original invoice. Accounts will be refunded to a maximum of R250 per member per two (2) year cycle.

Hospital Benefit provided via the Council :

➤ **Hospital Cash Benefit :**

This benefit is payable after being admitted to a hospital ward for investigation, examination, treatment, or monitoring by a doctor. The benefit is payable as

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from the first day in hospital.

Type of Cover	Benefits per Day
General Ward	R550
ICU	R825
*Catastrophic Event	R1100

A Catastrophic event occurs when 2 or more family members are hospitalised at the same time as a result of an accident.

➤ Pre-Conditions and Exclusions

- Claims must be sub-mitted within four months of date of event giving rise to claim.
- Exclusions include (but are not limited to) IOD's, mental depression and stress related conditions, attempted suicide or any self-inflicted injuries which include injuries due to participation in sports, professional or otherwise. Drug and / or alcohol abuse, criminal activity and war.
- Maximum benefit payable for Hospital Confinement in the event that a person is hospitalised for the treatment of tuberculosis and AIDS related complications shall be R5000.00 for any one twelve month period.
- Overall annual limits : R10,000 per family per annum.
- Important to note, that notwithstanding whether a member of the Society is a paid up member, the Society shall **not** be liable for payment of a benefit under the scheme in the event that a member or any of his registered beneficiaries benefited from another Scheme and/or medical aid, in relation to a specific claim lodged with the Society.

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Please take note, that you will have to submit a separate claim form and proof of hospitalisation.

Claim forms are obtainable from the offices of the Bargaining Council.

Membership :

➤ **Who can join :**

All eligible members as per the rules of the Natal Furniture Workers' Sick Benefit Society.

➤ **Who will be covered :**

The principal member and a maximum of 4 registered dependants (spouse and / or children)

➤ **How to join :**

Complete the attached application form and return to the council offices with copies of the Identity Documents/birth certificates of dependants (including principal member.)

➤ **When is the benefit activated :**

A new member and his/her dependants will only qualify for benefits after 13 weeks continuous contributions have been received by the society.

When a member is retrenched or retires, benefits will continue for 8 weeks after such date. Upon return to employment in the industry, after 8 weeks, such member will have to re-qualify (benefits will only be available after a further 13 weeks contributions have been received.)

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Where a member resigns, his benefits will cease immediately, unless he is re-employed in the industry within one week and he notifies the society immediately of such re-employment.

For queries and/or assistance on the day to day benefits (panel doctors, dentistry and optical) please contact the Council on **[031] 301 7788**.

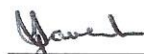
For queries and/or assistance on the hospital benefits, please contact the Council and/or Shaun Govender on **083 657 1169**.

This Agreement signed at Durban on this 21st day of April 2016.



R. TARR

For and on behalf of the KwaZulu-Natal Furniture Manufacturers Association



S. GOVENDER

For and on behalf of the National Union of Furniture and Allied Workers' of S.A.
(Natal Branch)



G.J.P. BLIGNAUT

Secretary of the Bargaining Council for the Furniture Manufacturing Industry,
KwaZulu-Natal