



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 11133

Regulasiekoerant

Vol. 660

**19 June
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No. 43448

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

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43448



AIDS HELPLINE: 0800-0123-22 Prevention is the cure

IMPORTANT NOTICE OF OFFICE RELOCATION**government
printing**Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICAPrivate Bag X85, PRETORIA, 0001 149 Bosman Street, PRETORIA
Tel: 012 748 6197, Website: www.gpwonline.co.za**URGENT NOTICE TO OUR VALUED CUSTOMERS: PUBLICATIONS
OFFICE'S RELOCATION HAS BEEN TEMPORARILY SUSPENDED.**

Please be advised that the GPW Publications office will no longer move to 88 Visagie Street as indicated in the previous notices.

The move has been suspended due to the fact that the new building in 88 Visagie Street is not ready for occupation yet.

We will later on issue another notice informing you of the new date of relocation.

We are doing everything possible to ensure that our service to you is not disrupted.

As things stand, we will continue providing you with our normal service from the current location at 196 Paul Kruger Street, Masada building.

Customers who seek further information and or have any questions or concerns are free to contact us through telephone 012 748 6066 or email Ms Maureen Toka at Maureen.Toka@gpw.gov.za or cell phone at 082 859 4910.

Please note that you will still be able to download gazettes free of charge from our website www.gpwonline.co.za.

We apologise for any inconvenience this might have caused.

Issued by GPW Communications

IMPORTANT NOTICE:

THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.

No FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

Contents

<i>No.</i>		<i>Gazette</i> <i>No.</i>	<i>Page</i> <i>No.</i>
GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS			
Employment and Labour, Department of/ Indiensneming en Arbeid, Departement van			
R. 688	Labour Relations Act, 1995: Cancellation of Government Notices.....	43448	14
R. 689	Labour Relations Act, 1995: Cancellation of Government Notices: Motor Industry Bargaining Council-Mibco: Autoworkers Provident Fund Collective Agreement.....	43448	40



government
printing

Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

It has come to the attention of the *GOVERNMENT PRINTING WORKS* that there are certain unscrupulous companies and individuals who are defrauding unsuspecting businesses disguised as representatives of the *Government Printing Works (GPW)*.

The scam involves the fraudsters using the letterhead of *GPW* to send out fake tender bids to companies and requests to supply equipment and goods.

Although the contact person's name on the letter may be of an existing official, the contact details on the letter are not the same as the *Government Printing Works*. When searching on the Internet for the address of the company that has sent the fake tender document, the address does not exist.

The banking details are in a private name and not company name. Government will never ask you to deposit any funds for any business transaction. *GPW* has alerted the relevant law enforcement authorities to investigate this scam to protect legitimate businesses as well as the name of the organisation.

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

Should you suspect that you are a victim of a scam, you must urgently contact the police and inform the *GPW*.

GPW has an official email with the domain as @gpw.gov.za

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

GPW will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

Government Printing Works gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.

Fake Tenders

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

How tender scams work

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

Protect yourself from being scammed

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at www.gpwonline.co.za
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292.
Email: Annamarie.DuToit@gpw.gov.za

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193.
Email: Bonakele.Mbhele@gpw.gov.za

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.
Email: Daniel.Legoabe@gpw.gov.za

Closing times for **ORDINARY WEEKLY** **REGULATION GAZETTE** **2020**

*The closing time is **15:00** sharp on the following days:*

- **24 December 2019**, Tuesday for the issue of Friday **03 January 2020**
- **03 January**, Friday for the issue of Friday **10 January 2020**
- **10 January**, Friday for the issue of Friday **17 January 2020**
- **17 January**, Friday for the issue of Friday **24 January 2020**
- **24 January**, Friday for the issue of Friday **31 January 2020**
- **31 February**, Friday for the issue of Friday **07 February 2020**
- **07 February**, Friday for the issue of Friday **14 February 2020**
- **14 February**, Friday for the issue of Friday **21 February 2020**
- **21 February**, Friday for the issue of Friday **28 February 2020**
- **28 February**, Friday for the issue of Friday **06 March 2020**
- **06 March**, Friday for the issue of Friday **13 March 2020**
- **13 March**, Thursday for the issue of Friday **20 March 2020**
- **20 March**, Friday for the issue of Friday **27 March 2020**
- **27 March**, Friday for the issue of Friday **03 April 2020**
- **02 April**, Thursday for the issue of Thursday **09 April 2020**
- **08 April**, Wednesday for the issue of Friday **17 April 2020**
- **17 April**, Friday for the issue of Friday **24 April 2020**
- **22 April**, Wednesday for the issue of Thursday **30 April 2020**
- **30 April**, Thursday for the issue of Friday **08 May 2020**
- **08 May**, Friday for the issue of Friday **15 May 2020**
- **15 May**, Friday for the issue of Friday **22 May 2020**
- **22 May**, Friday for the issue of Friday **29 May 2020**
- **29 May**, Friday for the issue of Friday **05 June 2020**
- **05 June**, Friday for the issue of Friday **12 June 2020**
- **11 June**, Thursday for the issue of Friday **19 June 2020**
- **19 June**, Friday for the issue of Friday **26 June 2020**
- **26 June**, Friday for the issue of Friday **03 July 2020**
- **03 July**, Friday for the issue of Friday **10 July 2020**
- **10 July**, Friday for the issue of Friday **17 July 2020**
- **17 July**, Friday for the issue of Friday **24 July 2020**
- **24 July**, Friday for the issue of Friday **31 July 2020**
- **31 July**, Thursday for the issue of Friday **07 August 2020**
- **06 August**, Thursday for the issue of Friday **14 August 2020**
- **14 August**, Friday for the issue of Friday **21 August 2020**
- **21 August**, Friday for the issue of Friday **28 August 2020**
- **28 August**, Friday for the issue of Friday **04 September 2020**
- **04 September**, Friday for the issue of Friday **11 September 2020**
- **11 September**, Friday for the issue of Friday **18 September 2020**
- **17 September**, Thursday for the issue of Friday **25 September 2020**
- **25 September**, Friday for the issue of Friday **02 October 2020**
- **02 October**, Friday for the issue of Friday **09 October 2020**
- **09 October**, Friday for the issue of Friday **16 October 2020**
- **16 October**, Friday for the issue of Friday **23 October 2020**
- **23 October**, Friday for the issue of Friday **30 October 2020**
- **30 October**, Friday for the issue of Friday **06 November 2020**
- **06 November**, Friday for the issue of Friday **13 November 2020**
- **13 November**, Friday for the issue of Friday **20 November 2020**
- **20 November**, Friday for the issue of Friday **27 November 2020**
- **27 November**, Friday for the issue of Friday **04 December 2020**
- **04 December**, Friday for the issue of Friday **11 December 2020**
- **10 December**, Thursday for the issue of Friday **18 December 2020**
- **17 December**, Thursday for the issue of Friday **24 December 2020**
- **23 December**, Wednesday for the issue of Friday **31 December 2020**

LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1008.80 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3026.32** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works (GPW)** has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe Forms*. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za

All re-submissions will be subject to the standard cut-off times.

All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
Extraordinary Gazettes	As required	Any day of the week	Before 10h00 on publication date	Before 10h00 on publication date
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

EXTRAORDINARY GAZETTES

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
 - 8.1. Each of the following documents must be attached to the email as a separate attachment:
 - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
 - 8.1.1.1. For National *Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
 - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
 - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. (*Please see Quotation section below for further details*)
 - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
 - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (*Please see the Copy Section below, for the specifications*).
 - 8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
11. Notices brought to **GPW** by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

QUOTATIONS

13. Quotations are valid until the next tariff change.
 - 13.1. **Take note:** **GPW's** annual tariff increase takes place on **1 April** therefore any quotations issued, accepted and submitted for publication up to **31 March** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.
14. Each quotation has a unique number.
15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.
 - 15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.
 - 15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.
16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS:**
 - 16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.
 - 16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.
 - 16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).
17. **APPLICABLE ONLY TO CASH CUSTOMERS:**
 - 17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.
18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).
19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.
 - 19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES**COPY (SEPARATE NOTICE CONTENT DOCUMENT)**

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
- 20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.
- The content document should contain only one notice. (You may include the different translations of the same notice in the same document).
- 20.2. The notice should be set on an A4 page, with margins and fonts set as follows:
- Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;
- Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.
22. Requests for cancellation must be sent by the original sender of the notice and must be accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:
- 24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.
- 24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.
- 24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.
- 24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES**APPROVAL OF NOTICES**

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.
26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

27. The Government Printer will assume no liability in respect of—
 - 27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - 27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
 - 27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

CUSTOMER INQUIRIES

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre **ONLY**.
30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

PROOF OF PUBLICATION

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwonline.co.za free of charge, should a proof of publication be required.
39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette(s)*

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:

Government Printing Works
149 Bosman Street
Pretoria

Postal Address:

Private Bag X85
Pretoria
0001

GPW Banking Details:

Bank: ABSA Bosman Street
Account No.: 405 7114 016
Branch Code: 632-005

For Gazette and Notice submissions: Gazette Submissions:

For queries and quotations, contact: Gazette Contact Centre:

E-mail: submit.egazette@gpw.gov.za

E-mail: info.egazette@gpw.gov.za

Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka:

E-mail: subscriptions@gpw.gov.za

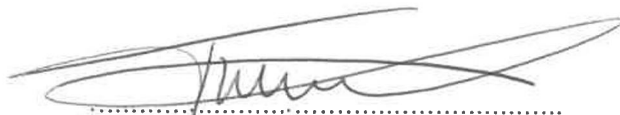
Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF EMPLOYMENT AND LABOUR**NO. R. 688****19 JUNE 2020****LABOUR RELATIONS ACT, 1995****CANCELLATION OF GOVERNMENT NOTICES****MOTOR INDUSTRY BARGAINING COUNCIL-MIBCO: MOTOR INDUSTRY PROVIDENT FUND COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices No. R.891 of 25 August 2017 and R.1128 of 30 August 2019, with effect from the second Monday after the date of publication of this notice.

**MR TW NXESI, MP****MINISTER OF EMPLOYMENT AND LABOUR****DATE: 26/03/2020**

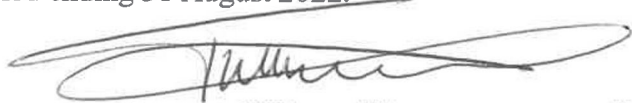
UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA - 1995**UKUHOXISWA KWEZAZISO ZIKAHULUMENI****MOTOR INDUSTRY BARGAINING COUNCIL-MIBCO: ISIVUMELWANO SE MOTOR INDUSTRY PROVIDENT FUND**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe WezeMisebenzi NezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995 ngihoxisa iZaziso zikaHulumeni ezinguNombolo R.891 womhlaka 25 kuNcwaba 2017 kanye nonombolo R.1128 womhlaka 30 kuNcwaba 2019, kusukela ngoMsombuluko wesibili emva kosuku lokushicilelwa kwalesiSaziso.

**MNUMZANE TW NXESI, MP****UNGQONGQOSHE WEZEMISEBZENZI NEZABASEBENZI****USUKU: 26/03/2020**

LABOUR RELATIONS ACT, 1995**BARGAINING COUNCIL FOR THE MOTOR INDUSTRY-MIBCO: EXTENSION TO
NON-PARTIES OF THE MOTOR INDUSTRY PROVIDENT FUND COLLECTIVE
AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement that was concluded in the **Motor Industry Bargaining Council-MIBCO**, 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 August 2022.



.....
MR TW NXESI, MP

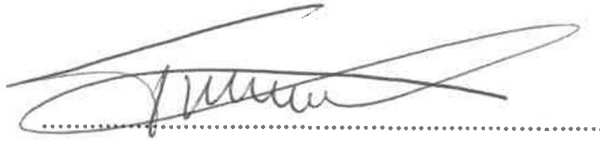
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 26/03/2020

UMTHETHO WEZOBUDLELWANO KWEZABASEBENZI KA-1995

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI
EMBONINI YEZIMOTO: UKWELULWA KWESIVUMELWANO SABAQASHI
NABASEBENZI SE MOTOR INDUSTRY PROVIDENT FUND SELULELWA KILABO
ABANGEYONA INGXEYENYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe WezeMisebenzi Nezabasebenzi, lapha ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa eMkhandlwini Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Bemboni Yezimoto, futhi ngokwesigaba 31 soMthetho Wezobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyo Mboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 31 kuNcwaba 2022.



MR TW NXESI, MP

UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 26/03/2020

SCHEDULE**MOTOR INDUSTRY BARGAINING COUNCIL – MIBCO****MOTOR INDUSTRY PROVIDENT FUND AGREEMENT
COLLECTIVE AGREEMENT**

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

Retail Motor Industry Organisation – RMI

and the

Fuel Retailers' Association of Southern Africa- FRA

and the

National Employers Association of South Africa – NEASA

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

National Union of Metalworkers of South Africa - NUMSA

and the

Motor Industry Staff Association - MISA

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Motor Industry Bargaining Council - MIBCO.

CLAUSE 1 - PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in force for the period ending 31 August 2022.

CLAUSE 2 - SCOPE OF APPLICATION OF AGREEMENT

- (1) Subject to the provisions of sub clause (2) of this clause, the terms of this Agreement shall be observed -
 - (a) in the Motor Industry in the Republic of South Africa;
 - (b) employees in Division B, grades 7 and 8 and apprentices in the Motor Industry and their employers.
- (2) Notwithstanding the provisions of sub clause (1), the provisions of this Agreement shall not apply to –
 - (a) employees in Division B, grades 7 and 8 and apprentices who are members of the Auto Workers' Provident Fund until such time as the parties agree that they are transferred to the Motor Industry Provident Fund.
 - (b) any employee who has been granted a retirement benefit by any fund which provides for such benefits;
 - (c) employees in respect of whom their employer contributes, and for as long as their employer so contributes, to a pension fund/provident fund which was in operation on the date of coming into operation of this Agreement and which, in the opinion of the Council, provides benefits not less favorable than those provided by the Fund;
 - (d) any fixed term and/or probationary employee for six months from the

date on which he begins employment in the Motor Industry; provided that any employer may in his discretion waive this exclusion.

CLAUSE 3 - DEFINITIONS

Any expressions used in this Agreement and which are defined in the Labour Relations Act, 1995, as amended from time to time and the Main Agreement shall have the meanings assigned to them in the Act and that Agreement, references to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females and vice versa; further, unless inconsistent with the context -

- (1) **'Act'** means the Labour Relations Act, 1995 (Act 66 of 1995); as amended from time to time.
- (2) **'Apprentice'** means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981, and includes a minor employed on probation in terms of the Act as well as a learner in terms of Chapter IV of the Skills Development Act, Act No. 97 of 1998;
- (3) **'Council'** means the Motor Industry Bargaining Council – MIBCO, registered in terms of section 29 of the Act;
- (4) **"Division B employees"** means those employees as defined in the Main Agreement from time to time.
- (5) **'Establishment'** means any premises or part thereof in or on which activities in the Motor Industry or part thereof are conducted;
- (6) **'Independent Board'** means the Board established by the Council in terms of

section 32 of the Act, to consider appeals from non -parties against the refusal of a non -party's application for exemption from the provisions of this Agreement and the withdrawal of such an exemption by the Council;

- (7) **'Fund'** means the Motor Industry Provident Fund, established in terms of the rules of the Fund for the purpose of providing lump sum benefits or annuities for employees in the Motor Industry or for the dependants of such employees on the death of such employees;
- (8) **"Grade 7 employees"** mean those employees as defined in the Main Agreement from time to time;
- (9) **"Grade 8 employees"** mean those employees as defined in the Main Agreement from time to time;
- (10) **'Main Agreement'** means the Agreement in which wages and other conditions of service are specified for employees in the Motor Industry, as published in terms of section 32 of the Act;
- (11) **'Motor Industry' or 'Industry'** means the Motor Industry as defined in the Main Agreement from time to time;
- (12) **' PFA'** means the Pension Funds Act 24 of 1956 as amended from time to time;
- (13) **'Pensionable remuneration'** means the amount which an employer would normally and/or regularly pay to an employee, either weekly or monthly, in respect of the ordinary hours required to complete either a full normal week or month, as the case may be, and does not include remuneration which an employee who is employed on a piece work basis receives over and above the amount he would have received if he had not been employed on such basis, but includes commission received on the sale of goods; provided, however, that all commission received in excess of R9 000 per month shall be excluded,

unless the employer and employee jointly agree that contributions shall be paid on commission earnings in excess of the aforementioned limitation;

- (14) “**Region EC**” means those areas defined as “Area A (EC)” and “Area B (EC)” in the Main Agreement;
- (15) “**Region KZNL**” means those areas as defined in “Area A (KZNTL)” and “Area B (KZNL)” in the Main Agreement;
- (16) “**Region FS & NC**” means those areas defined as “Area A (FS & NC)” and “Area B (FS & NC)” in the Main Agreement;
- (17) “**Region Highveld**” means those areas defined as “Area A (Highveld)” and “Area B (Highveld)” in the Main Agreement;
- (18) “**Region Northern**” means those areas defined as “Area A (Northern)” and “Area B (Northern)” in the Main Agreement;
- (19) “**Region WP**” means those areas defined as “Area A (WP)” and “Area B (WP)” in the Main Agreement;
- (20) “**Regional Council**” means a committee appointed as such by the Council in terms of its constitution for any region defined herein;
- (21) “**Retirement age**” means 65 years;
- (22) “**Voluntary member**” means a person admitted to membership by a Regional Council in terms of clause 5 of this Agreement;
- (23) “**Week**” means a period of seven consecutive days commencing at midnight on a Sunday.

CLAUSE 4 - ESTABLISHMENT AND OBJECTS OF THE FUND

- (1) The Motor Industry/MISA Provident Fund established on 1 January 2001 is hereby continued as the Motor Industry Provident Fund (hereinafter referred to as the "Fund").
- (2) The Fund shall consist of:
 - (a) Contributions paid to it in terms of this agreement;
 - (b) Interest, dividends, rental income and capital gains derived from the investment of its moneys;
 - (c) Money or any other assets transferred to it from any other pension or provident fund; and
 - (d) Any moneys or other assets lawfully acquired from any other source whatsoever.
- (3) The objects of the Fund shall be, in accordance with the rules of the Fund as determined from time to time, to provide benefits for members.

CLAUSE 5 - MEMBERSHIP

- (1) Subject to the provisions of clause 2 of this agreement and of sub clause (3) of this clause, membership of the fund shall be compulsory for every employee, within the registered scope of the Council and falling below the threshold defined in the Main Agreement, employed in the Motor Industry in grades 1 to 6 who has not reached retirement age.
- (2) Employees who are not compulsory members in terms of sub clause (1) and Directors of companies, members of Close Corporations, Sole Proprietors and Partners in business directly engaged in, or in connection with the Motor

Industry, may be admitted to voluntary membership of the Fund at the sole discretion of the Regional Council concerned, and the provisions of the Agreement shall *mutatis mutandis* apply to persons admitted to voluntary membership and their employers.

- (3) Every employee for whom membership is compulsory in terms of sub clause (1) of this clause, and every person admitted to voluntary membership in terms of sub clause (2) of this clause, shall -
- (a) complete the form specified in Annexure A to this Agreement and lodge such completed form with the Secretary of the Regional Council for the Region in which he is employed, within one month after the date on which he enters, re-enters or becomes employed in the Motor Industry; and for purposes of this paragraph an employee shall be deemed to have re-entered the Motor Industry when he has changed employment from one Region to another;
 - (b) when required to do so by the Council, a Regional Council or the Fund, furnish such evidence and information, documentary or otherwise, as may be necessary for purposes of his identity, his membership of the Fund and/or payment or determining of any benefit arising out of such membership.
- (4) Every person who is admitted to voluntary membership in terms of sub clause (2) of this clause shall complete the form specified in Annexure B to this agreement and lodge such completed form with the Secretary of the Regional Council concerned.

CLAUSE 6 - CONTRIBUTIONS

- (1) Every employee for whom membership of the Fund is compulsory in terms of clause 5(1) or every voluntary member in terms of clause 5(2) of this

Agreement, shall contribute 7,5 per cent of his pensionable remuneration to the Fund in respect of each week of employment in the Motor Industry; provided that where an employee receives or is entitled to receive wages for less than 23 hours in any week, no contributions shall be payable by him in respect of such week.

- (2) The contributions specified in sub clause (1) shall, subject to the proviso contained in sub clause (1), be deducted by the employer from every employee's wages on the first pay-day after this Agreement comes into operation, and on each pay-day thereafter.
- (3) Every employer shall contribute and add to the contributions deducted in terms of sub clause (2) an amount equal to 8% of the member's pensionable remuneration.
- (4) The total amount of contributions deducted from the earnings of employees and contributed by employers in terms of sub clause (2) and (3) of this clause shall be paid each month to the Secretary of the Regional Council for the Region within the area of jurisdiction within which the employer's establishment is situated, and each such payment shall be accompanied by a written statement containing the following details:
 - (a) Name, initials, trade union membership number (if any) and national identification number of each employee;
 - (b) amount of contributions remitted in respect of each employee;
 - (c) the date on which service began or service ended, in the case of employees whose employment began or ended since the details were last submitted.
- (5) Employee and employer contributions (contributions) payable in terms of this

clause shall be payable by the employer no later than 30 (thirty) days after of the month immediately following that to which the contributions relate. The employer shall, together with the contributions payable under this clause, submit a statement containing the details referred to in sub clause 4 of this Agreement to the Secretary of the relevant Regional Council.

Note:

- (a) The present postal addresses of the Secretaries of the various Regional Councils are as follows:

For Region EC: P.O. Box 7270, Port Elizabeth, 6056

For Region KZNL: P.O. Box 17263, Congella, 4013

For Region FS & NC: P.O.Box 910, Bloemfontein, 9300

For Region Highveld: P.O.Box 2578, Randburg, 2125

For Region Northern: P O Box 2578, Randburg, 2125

For Region WP: P.O.Box 17, Bellville, 7535

- (b) Forms prepared specifically for the furnishing of the details required by this clause may be obtained from the Regional Secretary of the Region concerned.

- (6) The contributions payable by employers as specified in sub clause (3) shall not be refundable.
- (7) The contributions collected by Regional Councils in terms of this clause shall be paid to the Fund.
- (8) Compound interest on late payments or unpaid amounts and values shall be calculated for the period from the first day of the month following the expiration of the period in respect of which the relevant amounts or values are payable or transferable until the date of receipt by the fund at the rate prescribed...

- (9) Notwithstanding the provisions of this clause an employer who has been discovered in terms of the provisions of the Collective Administrative Agreement between the parties, shall be liable for any amounts due in respect of provident fund contributions, excluding contributions for which the employee is liable in terms of this agreement or any other agreement relating to the provident fund, from commencement of employment in respect of each employee including penalties and interest payable to the provident fund in terms of the PFA in respect of such employee. This provisions of this clause are subject to the respective employee electing in writing within 30 days of the discovery referred to sub clause (b) above whether to enforce or the waive compliance with the provisions of this clause by the employer.

CLAUSE 7 - ADMINISTRATION

- (1) The Fund shall be administered in accordance with rules approved by the Financial Services Board; which rules shall not be inconsistent with the provisions of this Agreement, the Act or of the PFA, and a copy of the rules and details of any amendments to them shall be lodged with the Financial Services Board.

CLAUSE 8 – LIQUIDATION OR DISSOLUTION

In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Parties may appoint the Company, to perform the functions of the Council in respect of this Agreement. If the Company is unwilling or unable to discharge such duties the Financial Services Board shall appoint a trustee or trustees to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.

CLAUSE 9 - AGENTS

The Council or any Regional Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, question such individuals and to do all such acts as may be necessary for the purposes of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent in connection with his investigations.

CLAUSE 10 – EXEMPTIONS

- (1) Subject to the provisions of the Act and the PFA, exemption from any of the provisions of this agreement may be granted by the Council or Regional Councils, to any party on application.
- (2) Application for exemption shall be made, in a form prescribed by the Council, to the General Secretary of the Council or the Secretary of the Regional Council within whose area the applicant operates or is employed.
- (3) The Regional Council or the Council, as the case may be, shall subject to the provisions of the Act and PFA, fix the conditions subject to which such exemptions shall be valid, and may, if it deems fit, after one week's notice has been given, in writing, to the person(s) concerned, withdraw any license of exemption.
- (4) The secretary of the Regional Council or the Secretary of the Council, as the case may be, shall issue to every person granted exemption, a license signed by him setting out –
 - (a) the name of the person concerned;
 - (b) the provisions of this Agreement from which exemption is granted;

- (c) the conditions subject to which such exemption is granted; and
 - (d) the period during which the exemption shall be valid.
- (5) In respect of establishments registered under Chapters II or III of this Agreement, the following exemptions procedure applies:
 - (a) An employer that applies for an exemption in order to pay a lesser wage increase or to be exempted from paying on actuals shall complete the wage exemption application form available on request from the local Regional Councils.
 - (b) The employer shall consult its employees on the employer's intention to apply for an exemption and the application for exemption must contain details and proof of the consultation process.
 - (c) The employer, in the application shall furnish all relevant financial information supporting the motivation for the exemption applied for.
 - (d) The employer shall lodge the application for exemption with the local Regional Council and the employer shall specify that it is a Chapter II or III application for an exemption and the employer shall specify the exact nature of the exemption applied for as prescribed in paragraph (5)(a) of this clause.
 - (e) Any application for exemption made to the Council or Regional Council, as the case may be, shall be considered in accordance with the following exemption criteria:
 - (i) the written substantiation and motivation submitted by the applicant;
 - (ii) the extent of consultation with and the petition for or against

granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;

- (iii) the scope of exemption required;
 - (iv) the infringement of basic conditions of employment rights;
 - (v) the fact that a competitive advantage is not created by the exemption;
 - (vi) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
 - (vii) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Motor Industry;
 - (viii) any existing special economic or other circumstances which warrant the granting of the exemption;
 - (ix) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
 - (x) any recommendation from the Council.
- (f) The Council or the Regional Council, as the case may be, shall make a decision on the application for an exemption within 30 days from the date upon which the application was lodged with them.

- (6) The Secretary of the Regional Council or the Secretary of the Council, as the case may be, shall -
- (a) number consecutively all licenses issued;
 - (b) retain a copy of each licenses issued; and
 - (c) where exemption is granted to an employee, forward a copy of the license to the employer concerned.
- (7) The Secretary of the Regional Council or the General Secretary, as the case may be, shall issue to every person granted a license, a letter of authority signed by him setting out, read with the changes required by the context, the information referred to in sub clauses (5) and (6) above.

CLAUSE 11 - DISHONOURED CHEQUES

Subject to the provisions of clause 6 of this agreement, whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honored for any reason whatsoever, then and in such event a penalty shall be payable by the employer to the Council, which penalty shall be equal to 1,5 per cent to 2 per cent as determined by the Council in its sole discretion, of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

CLAUSE 12 - INDEPENDENT BOARD

- (1) In terms of section 32(3)(e) of the Act, the Council hereby establishes an independent body, to be known as the Independent Board to consider appeals from non-parties against a refusal of a non-party's application for exemption

from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council. The following provisions shall apply to the Independent Board:

- (a) The Council shall appoint 6 (six) independent persons (Members) to constitute the Independent Board, for the avoidance of doubt, such persons shall not be representative, office bearer or official of the council or party to the Council or any of its collective bargaining agreements. The independent persons shall be appointed for a period of 12 (twelve) months and shall possess *inter alia* the following qualities:
 - (i) the ability to be objective, independent and impartial;
 - (ii) sound decision-making skills;
 - (iii) leadership qualities, particularly in respect of exercising sound judgment;
 - (iv) be a person in whose impartiality and integrity the public can have confidence;
 - (v) understand and comply with confidentiality requirements;
 - (vi) working knowledge and experience of labour and collective bargaining matters; and
 - (vii) knowledge and understanding of judicial / quasi-judicial processes.
- (b) The Council shall determine such other terms of appointment of Members of the Independent Board subject to the provisions of the Labour Relations Act.

- (2) Any non-party employer may lodge an appeal with the Independent Board against the Council's or Regional Council's decision, as the case may be, to refuse to grant an application for an exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council, in which event the following procedure shall apply:
- (a) An appeal shall be in writing and shall be addressed to the General Secretary of the Council or the Secretary of the Regional Council, as the case may be, for consideration by the Independent Board.
 - (b) All appeals lodged by non -parties shall be considered by the Independent Board with due regard to the Exemption criteria set out in sub clause (7) below.
 - (c) All appeals shall be substantiated or motivated by the applicant and shall include the following details:
 - (i) the period for which the appeal is required;
 - (ii) the Agreement and clauses or sub clauses of the Agreement from which appeal is required;
 - (iii) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives; and the responses resulting from such consultation, either in support of or against the application, are to be included with the appeal.
- (3) The Independent Board may, having regard to the individual merits of each appeal, grant or refuse the appeal if -
- (a) it does not undermine the agreement;

- (b) it is fair to the employer or his employees and other employers and employees in the Industry.
- (4) The Independent Board shall deal with all appeals within 30 days of the date on which the appeal was submitted:
- (5) Once the Independent Board has granted an appeal, it must issue a certificate and advise the applicant(s) accordingly within 14 days of the date of its decision.
- (6) When the Independent Board dismisses or dismisses part of an appeal it shall advise the applicant(s) within 14 days of the date of such decision.
- (7) **Exemption criteria:** The Independent Board must consider all appeals with reference to the following criteria:
 - (a) the written substantiation and motivation submitted by the applicant;
 - (b) the extent of consultation with and the petition for or against granting the appeal as provided by employers or employees who are to be affected by the appeal if granted;
 - (c) the scope of appeal required;
 - (d) the infringement of basic conditions of employment rights;
 - (e) the fact that a competitive advantage is not created by the appeal ;
 - (f) the viewing of the appeal from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;


- (g) the extent to which the proposed appeal undermines collective bargaining and labour peace in the Motor Industry;
- (h) any existing special economic or other circumstances which warrant the granting of the appeal ;
- (i) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
- (j) any recommendation from the Council.

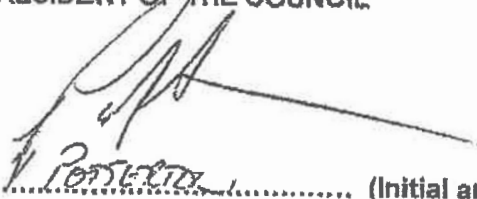
CLAUSE 13 - RESOLUTION OF DISPUTES

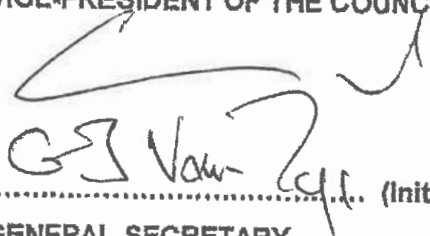
- (1) For the purpose of this Agreement a "dispute" means any dispute about the application, interpretation or enforcement of this Agreement, or any other collective agreements entered into by the parties to the Council.
- (2) Any such dispute shall be referred to the Council in the form specified by the Council. This provision does not apply when the Council makes use of the procedure set out in sub-paragraph (4).
- (3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, it shall be referred for arbitration to the MIBCO-Dispute Resolution Centre in terms of section 52 of the Act. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing in terms of section 138 of the Act, and be entitled to make an award in respect of the parties' arbitration cost in terms of section 138 (10) of the said Act.
- (4) The provisions of this clause stand in addition to any other legal remedy through which the Council may enforce a collective agreement.

- (5) The arbitrator's decision shall be final and binding subject to the parties' right of review to the Labour Court.
- (6) Any other dispute shall have the same meaning as defined in the Act and be dealt with in terms of section 51 of the said Act.

SIGNED AT RANDBURG, ON BEHALF OF THE PARTIES, THIS 13TH DAY OF
JANUARY 2020


..... (Initial and Surname)
PRESIDENT OF THE COUNCIL


..... (Initial and Surname)
VICE-PRESIDENT OF THE COUNCIL


..... (Initial and Surname)
GENERAL SECRETARY

ANNEXURE A TO THE MOTOR INDUSTRY PROVIDENT FUND AGREEMENT

APPLICATION FOR REGISTRATION AS A MEMBER

Fund No
 Identity No
 Surname
 First names
 Date of birth(year) (month)(day)
 Sex (state male or female).....
 Employed by (employer's name and address)

 Occupation

 Applicant's private address

 Where you employed in the Motor Industry previously?

 If the answer is "Yes", state name and address of employer

 I, the undersigned, hereby apply to be registered as a member of the Motor Industry Provident Fund and agree to abide by the provisions of the Fund's rules in force from time to time.
 I nominate as my beneficiary in the event of my death:
 First names
 (Mr/Mrs/Miss).....
 Surname.....
 Relationship (state: wife, husband, father, mother, son, daughter, as the case maybe)

Address:

.....
.....

Identity No. of beneficiary (where applicable)

.....

Date.....

(Member's signature)

ANNEXURE B TO THE MOTOR INDUSTRY PROVIDENT FUND AGREEMENT APPLICATION FOR REGISTRATION AS A VOLUNTARY MEMBER

Fund No
 Identity No
 Surname
 First names
 Date of birth(year) (month)(day)
 Sex (state male or female).....
 Employed by (employer's name and address)

 Occupation
 If an employer, state full name of business

 Status of employer (e.g. owner, director, partner, member?)

 If the answer is "Yes", state name and address of employer

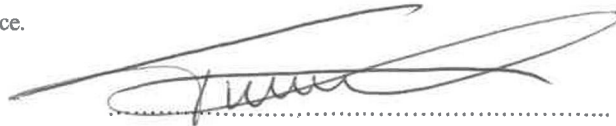
 I, the undersigned, member of
 Hereby apply to be registered as a member of the Motor Industry Provident Pension Fund and agree to abide by the provisions of the Fund Rules in force from time to time.
 Where you employed in the Motor Industry previously?
 If answer is "Yes", state name and address of employer and your Fund No

Date.....

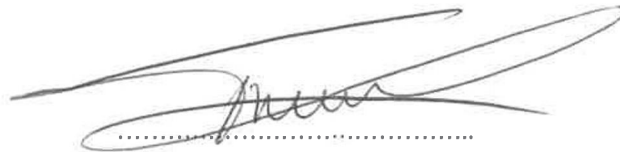
(Member's signature)

DEPARTMENT OF EMPLOYMENT AND LABOUR**NO. R. 689****19 JUNE 2020****LABOUR RELATIONS ACT, 1995****CANCELLATION OF GOVERNMENT NOTICES****MOTOR INDUSTRY BARGAINING COUNCIL-MIBCO: AUTOWORKERS PROVIDENT FUND COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices No. R.890 of 25 August 2017 and R. 1127 of 30 August 2019, with effect from the second Monday after the date of publication of this notice.

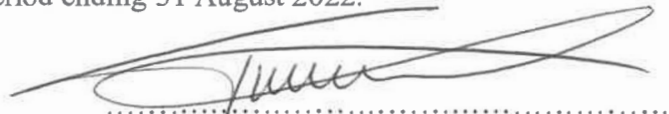
**MR TW NXESI, MP****MINISTER OF EMPLOYMENT AND LABOUR****DATE:** 26/03/2020**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA - 1995****UKUHOXISWA KWEZAZISO ZIKAHULUMENI****MOTOR INDUSTRY BARGAINING COUNCIL-MIBCO: ISIVUMELWANO SE AUTOWORKERS PROVIDENT FUND**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe WezeMisebenzi NezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995 ngihoxisa iZaziso zikaHulumeni ezinguNombolo R.890 womhlaka 25 kuNcwaba 2017 kanye nonombolo R.1127 womhlaka 30 kuNcwaba 2019, kusukela ngoMsombuluko wesibili emva kosuku lokushicilelwa kwalesiSaziso.

**MNUMZANE TW NXESI, MP****UNGQONGQOSHE WEZEMISEBZENZI NEZABASEBENZI****USUKU:** 26/03/2020

LABOUR RELATIONS ACT, 1995**BARGAINING COUNCIL FOR THE MOTOR INDUSTRY-MIBCO: EXTENSION TO
NON-PARTIES OF THE AUTOWORKERS' PROVIDENT FUND AGREEMENT**

I, **Thembelani Waltermade Nxesi**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which was concluded in the **Motor Industry Bargaining Council-MIBCO**, 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 August 2022.



.....
MR TW NXESI, MP

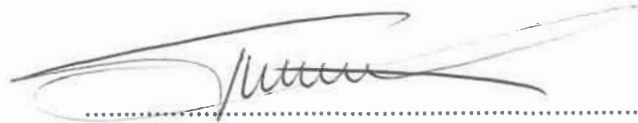
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 26/03/2020

UMTHETHO WEZOBUDLELWANO KWEZABASEBENZI KA-1995

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI
EMBONINI YEZIMOTO: UKWELULWA KWESIVUMELWANO SABAQASHI
NABASEBENZI SE AUTO WORKERS PROVIDENT FUND SELULELWA KILABO
ABANGEYONA INGXENYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe WezeMisebenzi Nezabasebenzi, lapha ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa eMkhandlwini Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Bemboni Yezimoto, futhi ngokwesigaba 31 soMthetho Wezobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyo Mboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kaSaziso futhi kuze kube isikhathi esiphela mhlaka 31 kuNcwaba 2022.



MR TW NXESI, MP

UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 26/03/2020

SCHEDULE**MOTOR INDUSTRY BARGAINING COUNCIL – MIBCO****AUTOWORKERS PROVIDENT FUND
COLLECTIVE AGREEMENT**

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

Retail Motor Industry Organisation – RMI

and the

Fuel Retailers' Association of Southern Africa- FRA

and the

National Employers Association of South Africa – NEASA

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

National Union of Metalworkers of South Africa - NUMSA

and the

Motor Industry Staff Association - MISA

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Motor Industry Bargaining Council - MIBCO.

CLAUSE 1 - PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in force for the period ending 31 August 2022.

CLAUSE 2 - SCOPE OF APPLICATION OF AGREEMENT

- (1) Subject to the provisions of sub clause (2) of this clause, the terms of this Agreement shall be observed -
- (a) in the Motor Industry in the Republic of South Africa;
 - (b) by all employees in grades 1 to 6 in the Motor Industry and by their employers in the Motor Industry.
- (2) Notwithstanding the provisions of sub clause (1), the provisions of this Agreement shall not apply to –
- (a) grades 1 to 6 employees who are members of the Motor Industry Provident Fund until such time as the parties agree that they are transferred to the Auto Workers' Provident Fund.
 - (b) any employee who has been granted a retirement benefit by any fund which provides for such benefits;
 - (c) employees in respect of whom their employer contributes, and for as long as their employer so contributes, to a pension fund/provident fund which was in operation on the date of coming into operation of this Agreement and which, in the opinion of the Council, provides benefits not less favorable than those provided by the Fund;
 - (d) any fixed term and/or probationary employee for six months from the date on which he begins employment in the Motor Industry; provided that any employer may in his discretion waive this exclusion.

CLAUSE 3 - DEFINITIONS

Any expressions used in this Agreement and which are defined in the Labour

Relations Act, 1995, as amended from time to time and the Main Agreement shall have the meanings assigned to them in the Act and that Agreement, references to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females and vice versa; further, unless inconsistent with the context -

- (1) **'Act'** means the Labour Relations Act, 1995 (Act 66 of 1995); as amended from time to time.
- (2) **'Apprentice'** means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981, and includes a minor employed on probation in terms of the Act as well as a learner in terms of Chapter IV of the Skills Development Act, Act No. 97 of 1998;
- (3) **'Council'** means the Motor Industry Bargaining Council – MIBCO, registered in terms of section 29 of the Act;
- (4) **"Division B employees"** means those employees as defined in the Main Agreement from time to time.
- (5) **'Establishment'** means any premises or part thereof in or on which activities in the Motor Industry or part thereof are conducted;
- (6) **'Independent Board'** means the Board established by the Council in terms of section 32 of the Act, to consider appeals from non -parties against the refusal of a non -party's application for exemption from the provisions of this Agreement and the withdrawal of such an exemption by the Council;
- (7) **'Fund'** means the Auto Workers' Provident Fund, established in terms of the rules of the Fund for the purpose of providing lump sum benefits or annuities for employees in the Motor Industry or for the dependants of such employees on the death of such employees;

- (8) **“Grades 1 to 6 employees”** means those employees as defined in the Main Agreement from time to time;
- (9) **‘Journeyman’** means an employee who is validly in possession of either a Grade CA or Grade CAE membership card issued to him on or after 1 January 1984 by either the Motor Industry Combined Workers’ Union or the National Union of Metalworkers of South Africa, or MISA/SAMU or any one of the organisations that preceded the amalgamation of the Motor Industry Staff Association and the South African Motor Union;
- (10) **‘Main Agreement’** means the Agreement in which wages and other conditions of service are specified for employees in the Motor Industry, as published in terms of section 32 of the Act;
- (11) **‘Motor Industry’ or ‘Industry’** means the Motor Industry as defined in the Main Agreement from time to time;
- (12) **‘PFA’** means the Pension Funds Act 24 of 1956 as amended from time to time;
- (13) **‘Pensionable remuneration’** means the amount which an employer would normally and/or regularly pay to an employee, either weekly or monthly, in respect of the ordinary hours required to complete either a full normal week or month, as the case may be, and does not include remuneration which an employee who is employed on a piece work basis receives over and above the amount he would have received if he had not been employed on such basis, but includes commission received on the sale of goods; provided, however, that all commission received in excess of R9 000 per month shall be excluded, unless the employer and employee jointly agree that contributions shall be paid on commission earnings in excess of the aforementioned limitation;
- (14) **“Region EC”** means those areas defined as “Area A (EC)” and “Area B (EC)”

in the Main Agreement;

- (15) **“Region KZNL”** means those areas as defined in “Area A (KZNTL)” and “Area B (KZNL)” in the Main Agreement;
- (16) **“Region FS & NC”** means those areas defined as “Area A (FS & NC)” and “Area B (FS & NC)” in the Main Agreement;
- (17) **“Region Highveld”** means those areas defined as “Area A (Highveld)” and “Area B (Highveld)” in the Main Agreement;
- (18) **‘Region Northern’** means those areas defined as “Area A (Northern)” and “Area B (Northern)” in the Main Agreement;
- (19) **“Region WP”** means those areas defined as “Area A (WP)” and “Area B (WP)” in the Main Agreement;
- (20) **“Regional Council”** means a committee appointed as such by the Council in terms of its constitution for any region defined herein;
- (21) **“Retirement age”** means 65 years;
- (22) **“Voluntary member”** means a person admitted to membership by a Regional Council in terms of clause 5 of this Agreement;
- (23) **“Week”** means a period of seven consecutive days commencing at midnight on a Sunday.

CLAUSE 4 - ESTABLISHMENT AND OBJECTS OF THE FUND

- (1) The Auto Workers' Provident Fund (hereinafter referred to as the "Fund"), originally established in terms of Government Notice No. R. 837 of 23 June

1995, is hereby continued.

- (2) The Fund shall consist of contributions as specified in this Agreement, and interest, dividends or rental earnings on investments.
- (3) The objects of the Fund shall be, in accordance with the rules of the Fund as determined from time to time, to provide benefits for members.

CLAUSE 5 - MEMBERSHIP

- (1) Subject to the provisions of clause 2 of this agreement and of sub clause (3) of this clause, membership of the fund shall be compulsory for every employee, within the registered scope of the Council and falling below the threshold defined in the Main Agreement, employed in the Motor Industry in grades 1 to 6 who has not reached retirement age.
- (2) Employees who are not compulsory members in terms of sub clause (1) and Directors of companies, members of Close Corporations, Sole Proprietors and Partners in business directly engaged in, or in connection with the Motor Industry, may be admitted to voluntary membership of the Fund at the sole discretion of the Regional Council concerned, and the provisions of the Agreement shall *mutatis mutandis* apply to persons admitted to voluntary membership and their employers.
- (3) Every employee for whom membership is compulsory in terms of sub clause (1) of this clause, and every person admitted to voluntary membership in terms of sub clause (2) of this clause, shall -
 - (a) complete the form specified in Annexure A to this Agreement and lodge such completed form with the Secretary of the Regional Council for the Region in which he is employed, within one month after the date on which he enters, re-enters or becomes employed in the Motor Industry;

and for purposes of this paragraph an employee shall be deemed to have re-entered the Motor Industry when he has changed employment from one Region to another;

- (b) when required to do so by the Council, a Regional Council or the Fund, furnish such evidence and information, documentary or otherwise, as may be necessary for purposes of his identity, his membership of the Fund and/or payment or determining of any benefit arising out of such membership.

CLAUSE 6 - CONTRIBUTIONS

- (1) Every employee for whom membership of the Fund is compulsory in terms of clause 5(1) or every voluntary member in terms of clause 5(2) of this Agreement, shall contribute 7,5 per cent of his pensionable remuneration to the Fund in respect of each week of employment in the Motor Industry; provided that where an employee receives or is entitled to receive wages for less than 23 hours in any week, no contributions shall be payable by him in respect of such week.
- (2) The contributions specified in sub clause (1) shall, subject to the proviso contained in sub clause (1), be deducted by the employer from every employee's wages on the first pay-day after this Agreement comes into operation, and on each pay-day thereafter.
- (3) Every employer shall contribute and add to the contributions deducted in terms of sub clause (2) an amount equal to 8% of the member's pensionable remuneration.
- (4) The total amount of contributions deducted from the earnings of employees and contributed by employers in terms of sub clause (2) and (3) of this clause shall be paid each month to the Secretary of the Regional Council for the

Region within the area of jurisdiction within which the employer's establishment is situated, and each such payment shall be accompanied by a written statement containing the following details:

- (a) Name, initials and national identification number of each employee;
 - (b) amount of contributions remitted in respect of each employee;
 - (c) the date on which service began or service ended, in the case of employees whose employment began or ended since the details were last submitted.
- (5) Employee and employer contributions (contributions) payable in terms of this clause shall be payable by the employer no later than 30 (thirty) days after of the month immediately following that to which the contributions relate. The employer shall, together with the contributions payable under this clause, submit a statement containing the details referred to in sub clause 4 of this Agreement to the Secretary of the relevant Regional Council.

Note:

- (a) The present postal addresses of the Secretaries of the various Regional Councils are as follows:

For Region EC: P.O. Box 7270, Port Elizabeth, 6056

For Region KZNL: P.O. Box 17263, Congella, 4013

For Region FS & NC: P.O.Box 910, Bloemfontein, 9300

For Region Highveld: P.O.Box 2578, Randburg, 2125

For Region Northern: P O Box 2578, Randburg, 2125

For Region WP: P.O.Box 17, Bellville, 7535

- (b) Forms prepared specifically for the furnishing of the details required by this clause may be obtained from the Regional Secretary of the Region

concerned.

- (6) The contributions payable by employers as specified in sub clause (3) shall not be refundable.
- (7) The contributions collected by Regional Councils in terms of this clause shall be paid to the Fund.
- (8) Compound interest on late payments or unpaid amounts and values shall be calculated for the period from the first day of the month following the expiration of the period in respect of which the relevant amounts or values are payable or transferable until the date of receipt by the fund at the rate prescribed...
- (9) Notwithstanding the provisions of this clause an employer who has been discovered in terms of the provisions of the Collective Administrative Agreement between the parties, shall be liable for any amounts due in respect of provident fund contributions, excluding contributions for which the employee is liable in terms of this agreement or any other agreement relating to the provident fund, from commencement of employment in respect of each employee including penalties and interest payable to the provident fund in terms of the PFA in respect of such employee. This provisions of this clause are subject to the respective employee electing in writing within 30 days of the discovery referred to sub clause (b) above whether to enforce or the waive compliance with the provisions of this clause by the employer.

CLAUSE 7 - ADMINISTRATION

- (1) The Fund shall be administered in accordance with rules approved by the Financial Services Board; which rules shall not be inconsistent with the provisions of this Agreement, the Act or of the PFA, and a copy of the rules and details of any amendments to them shall be lodged with the Financial Services Board.

CLAUSE 8 – LIQUIDATION OR DISSOLUTION

- (1) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Parties may appoint the Company, to perform the functions of the Council in respect of this Agreement. If the Company is unwilling or unable to discharge such duties the Financial Services Board shall appoint a trustee or trustees to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.
- (2) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Financial Services Board may appoint the Company to perform the functions of the Council in respect of this Agreement. If the Company is unwilling or unable to undertake the performance of such functions, the Financial Services Board may appoint a trustee or trustees to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.
- (3) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Registrar of Labour Relations may appoint the Company to perform the functions of the Council in respect of this Agreement. If the Company is unwilling or unable to undertake the performance of such functions, the Registrar of Labour Relations may appoint a trustee or trustees to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.

CLAUSE 9 - AGENTS

The Council or any Regional Council may appoint one or more specified persons as

agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, question such individuals and to do all such acts as may be necessary for the purposes of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent in connection with his investigations.

CLAUSE 10 – EXEMPTIONS

- (1) Subject to the provisions of the Act and the PFA, exemption from any of the provisions of this agreement may be granted by the Council or Regional Councils, to any party on application.
- (2) Application for exemption shall be made, in a form prescribed by the Council, to the General Secretary of the Council or the Secretary of the Regional Council within whose area the applicant operates or is employed..
- (3) The Regional Council or the Council, as the case may be, shall subject to the provisions of the Act and PFA, fix the conditions subject to which such exemptions shall be valid, and may, if it deems fit, after one week's notice has been given, in writing, to the person(s) concerned, withdraw any license of exemption.
- (4) The secretary of the Regional Council or the Secretary of the Council, as the case may be, shall issue to every person granted exemption, a license signed by him setting out -
 - (a) the name of the person concerned;
 - (b) the provisions of this Agreement from which exemption is granted;
 - (c) the conditions subject to which such exemption is granted; and



(d) the period during which the exemption shall be valid.

(5) In respect of establishments registered under Chapters II or III of this Agreement, the following exemptions procedure applies:

- (a) An employer that applies for an exemption in order to pay a lesser wage increase or to be exempted from paying on actuals shall complete the wage exemption application form available on request from the local Regional Councils.
- (b) The employer shall consult its employees on the employer's intention to apply for an exemption and the application for exemption must contain details and proof of the consultation process.
- (c) The employer, in the application shall furnish all relevant financial information supporting the motivation for the exemption applied for.
- (d) The employer shall lodge the application for exemption with the local Regional Council and the employer shall specify that it is a Chapter II or III application for an exemption and the employer shall specify the exact nature of the exemption applied for as prescribed in paragraph (5)(a) of this clause.
- (e) Any application for exemption made to the Council or Regional Council, as the case may be, shall be considered in accordance with the following exemption criteria:
 - (i) the written substantiation and motivation submitted by the applicant;
 - (ii) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;

- (iii) the scope of exemption required;
 - (iv) the infringement of basic conditions of employment rights;
 - (v) the fact that a competitive advantage is not created by the exemption;
 - (vi) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
 - (vii) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Motor Industry;
 - (viii) any existing special economic or other circumstances which warrant the granting of the exemption;
 - (ix) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
 - (x) any recommendation from the Council.
- (f) The Council or the Regional Council, as the case may be, shall make a decision on the application for an exemption within 30 days from the date upon which the application was lodged with them.
- (6) The Secretary of the Regional Council or the Secretary of the Council, as the case may be, shall -
- (a) number consecutively all licenses issued;

- (b) retain a copy of each licenses issued; and
 - (c) where exemption is granted to an employee, forward a copy of the license to the employer concerned.
- (7) The Secretary of the Regional Council or the General Secretary, as the case may be, shall issue to every person granted a license, a letter of authority signed by him setting out, read with the changes required by the context, the information referred to in sub clauses (5) and (6) above.

CLAUSE 11 - DISHONoured CHEQUES

Subject to the provisions of clause 6 of this agreement, whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honored for any reason whatsoever, then and in such event a penalty shall be payable by the employer to the Council, which penalty shall be equal to 1,5 per cent to 2 per cent as determined by the Council in its sole discretion, of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

CLAUSE 12 - INDEPENDENT BOARD

- (1) In terms of section 32(3)(e) of the Act, the Council hereby establishes an independent body, to be known as the Independent Board to consider appeals from non-parties against a refusal of a non-party's application for exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council. The following provisions shall apply to the Independent Board:
- (a) The Council shall appoint 6 (six) independent persons (Members) to constitute the Independent Board, for the avoidance of doubt, such persons shall not be representative, office bearer or official of the council

or party to the Council or any of its collective bargaining agreements. The independent persons shall be appointed for a period of 12 (twelve) months and shall possess *inter alia* the following qualities:

- (i) the ability to be objective, independent and impartial;
- (ii) sound decision-making skills;
- (iii) leadership qualities, particularly in respect of exercising sound judgment;
- (iv) be a person in whose impartiality and integrity the public can have confidence;
- (v) understand and comply with confidentiality requirements;
- (vi) working knowledge and experience of labour and collective bargaining matters; and
- (vii) knowledge and understanding of judicial / quasi-judicial processes.

(b) The Council shall determine such other terms of appointment of Members of the Independent Board subject to the provisions of the Labour Relations Act.

(2) Any non-party employer may lodge an appeal with the Independent Board against the Council's or Regional Council's decision, as the case may be, to refuse to grant an application for an exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council, in which event the following procedure shall apply:

- (a) An appeal shall be in writing and shall be addressed to the General Secretary of the Council or the Secretary of the Regional Council, as the case may be, for consideration by the Independent Board.
- (b) All appeals lodged by non -parties shall be considered by the Independent Board with due regard to the Exemption criteria set out in sub clause (7) below.
- (c) All appeals shall be substantiated or motivated by the applicant and shall include the following details:
 - (i) the period for which the appeal is required;
 - (ii) the Agreement and clauses or sub clauses of the Agreement from which appeal is required;
 - (iii) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives; and the responses resulting from such consultation, either in support of or against the application, are to be included with the appeal.
- (3) The Independent Board may, having regard to the individual merits of each appeal, grant or refuse the appeal if -
 - (a) it does not undermine the agreement;
 - (b) it is fair to the employer or his employees and other employers and employees in the Industry.
- (4) The Independent Board shall deal with all appeals within 30 days of the date on which the appeal was submitted.

- (5) Once the Independent Board has granted an appeal, it must issue a certificate and advise the applicant(s) accordingly within 14 days of the date of its decision.
- (6) When the Independent Board dismisses or dismisses part of an appeal it shall advise the applicant(s) within 14 days of the date of such decision.
- (7) **Exemption criteria:** The Independent Board must consider all appeals with reference to the following criteria:
 - (a) the written substantiation and motivation submitted by the applicant;
 - (b) the extent of consultation with and the petition for or against granting the appeal as provided by employers or employees who are to be affected by the appeal if granted;
 - (c) the scope of appeal required;
 - (d) the infringement of basic conditions of employment rights;
 - (e) the fact that a competitive advantage is not created by the appeal ;
 - (f) the viewing of the appeal from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
 - (g) the extent to which the proposed appeal undermines collective bargaining and labour peace in the Motor Industry;
 - (h) any existing special economic or other circumstances which warrant the granting of the appeal ;

- (i) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
- (j) any recommendation from the Council.

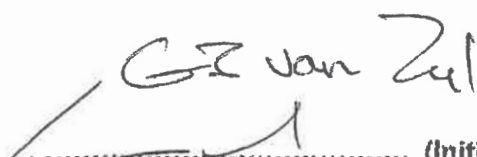
CLAUSE 13 - RESOLUTION OF DISPUTES

- (1) For the purpose of this Agreement a "dispute" means any dispute about the application, interpretation or enforcement of this Agreement, or any other collective agreements entered into by the parties to the Council.
- (2) Any such dispute shall be referred to the Council in the form specified by the Council. This provision does not apply when the Council makes use of the procedure set out in sub-paragraph (4).
- (3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, it shall be referred for arbitration to the MIBCO-Dispute Resolution Centre in terms of section 52 of the Act. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing in terms of section 138 of the Act, and be entitled to make an award in respect of the parties' arbitration cost in terms of section 138 (10) of the said Act.
- (4) The provisions of this clause stand in addition to any other legal remedy through which the Council may enforce a collective agreement.
- (5) The arbitrator's decision shall be final and binding subject to the parties' right of review to the Labour Court.
- (6) Any other dispute shall have the same meaning as defined in the Act and be dealt with in terms of section 51 of the said Act.

SIGNED AT RANDBURG, ON BEHALF OF THE PARTIES, THIS 13 DAY OF
JANUARY 2020


..... (Initial and Surname)
PRESIDENT OF THE COUNCIL


..... (Initial and Surname)
VICE-PRESIDENT OF THE COUNCIL


..... (Initial and Surname)
GENERAL SECRETARY

**ANNEXURE A TO THE AUTO WORKERS' PROVIDENT FUND AGREEMENT
APPLICATION FOR REGISTRATION AS A MEMBER**

Fund No
Identity No
Surname
First names
Date of birth(year) (month)(day)
Sex (state male or female).....
Employed by (employer's name and address)
.....
.....
Occupation
.....
Applicant's private address
.....
.....
Where you employed in the Motor Industry previously?
.....
If the answer is "Yes", state name and address of employer
.....
I, the undersigned, hereby apply to be registered as a member of the Auto Workers' Provident Fund and agree to abide by the provisions of the Fund's rules in force from time to time.
I nominate as my beneficiary in the event of my death:
First names
(Mr/Mrs/Miss).....



Surname.....

Relationship (state: wife, husband, father, mother, son, daughter, as the case maybe)

.....

Address:

.....

.....

Identity No. of beneficiary (where applicable)

.....

Date.....

(Member's signature)

ANNEXURE B TO THE AUTO WORKERS' PROVIDENT FUND AGREEMENT APPLICATION FOR REGISTRATION AS A VOLUNTARY MEMBER

Fund No
 Identity No
 Surname
 First names
 Date of birth(year) (month)(day)
 Sex (state male or female).....
 Employed by (employer's name and address)

 Occupation
 If an employer, state full name of business

 Status of employer (e.g. owner, director, partner, member?)

 If the answer is "Yes", state name and address of employer

 I, the undersigned, member of
 Hereby apply to be registered as a member of the Auto Workers' Provident Pension Fund and agree to abide by the provisions of the Fund Rules in force from time to time.
 Where you employed in the Motor Industry previously?
 If answer is "Yes", state name and address of employer and your Fund No

Date.....
(Member's signature)

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