

DEPARTMENT OF EMPLOYMENT AND LABOUR

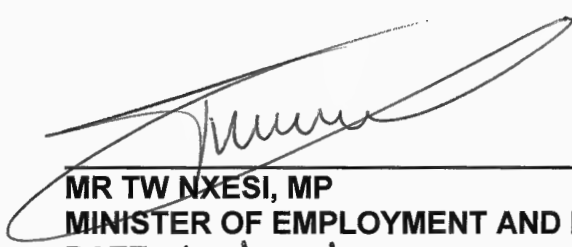
NO. R. 3368

5 May 2023

LABOUR RELATIONS ACT, 1995

**MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO:
EXTENSION TO NON-PARTIES OF THE AUTOWORKERS PROVIDENT FUND
COLLECTIVE AGREEMENT**

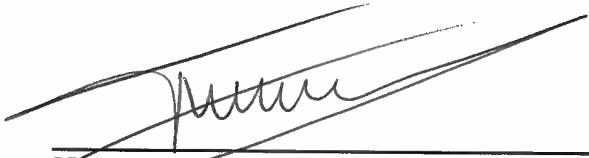
I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Motor Industry Bargaining Council – MIBCO**, and is binding 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 and for the period ending 31 August 2025.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 18/04/2023

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI****YEZIMOTO:****UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI SE AUTOWORKERS****PROVIDENT FUND SELULELWA KULABO ABANGEYONA INGXEYENYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Kazwelonke Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini yeziMoto**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 31 kuNcwaba 2025.


MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 18/04/2023

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

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

Fuel Retailers Association – FRA

and the

Retail Motor Industry Organisation – RMI

and the

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

National Union of Metalworkers of South Africa – NUMSA

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



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CLAUSE 1 - PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Employment and Labour in terms of section 32 of the Act, and shall remain in force for the period ending 31 August 2025.

CLAUSE 2 - SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed by all employers and employees in the registered scope of the Council;
- (a) in the Republic of South Africa,
- (i) by the employers and the employees in the Motor Industry who are members of the employers' organisations and/or the trade unions respectively; and
- (ii) by non-parties, to the extent that the Minister has granted an extension of this agreement to non-parties in terms of section 32 of the LRA.
- (iii) by all employees in grades 1 to 6 in the Motor Industry and by their employers in the Motor Industry.
- (b) excluding those in terms Section 2 of the LRA:
- (i) the National Defense Force;
- (ii) the National Intelligence Agency; and
- (iii) the South African Secret Service.
- (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; and
- (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.
- (3) Notwithstanding the provisions of sub-clauses (1) and (2), the provisions of the Agreement as set out in the Schedule to this sub-clause shall apply only to employees for as long as their weekly or monthly remuneration, excluding commission on sales, for the period from the date of implementation as determined by the Minister of Employment and Labour to 31 August 2025; **the amount equal to the National Wage Threshold published in the Basic Conditions of Employment Act.**
- (4) The provisions of clause 6.1 (1) of this MIBCO Main Agreement shall be applicable to all employees, excluding commission on sales, receiving up to –
- (a) For weekly earners –
is the sum of the published National Wage Threshold divided by 52 or 53 (weeks), whichever is applicable;
- (b) For monthly earners –
is the sum of the published National Wage Threshold divided by 12 (months);
- (5) Clause 1 of the Preamble and Clause 1(1)(a) of Division A in the MIBCO Main Agreement, shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively, to the extent that the Minister of Employment and Labour has not granted an extension of this agreement to non-parties in terms of section 32 of the LRA.

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 -

"Act" means the Labour Relations Act, 1995 (Act 66 of 1995); as amended from time to time.

"Administrative Agreement" means the Agreement entered into between the parties for the administration of the Council as published in terms of a Government Gazette and any subsequent renewals and/or amendments thereto.

"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.

"AWPF" means the Auto Workers' Provident Fund (Fund), applicable to grade 1 to 6 employees and their employers in the Motor Industry, including any amendments thereto (Registration no. 12/8/32783 as of 03 July 1995).

"Council" means the Motor Industry Bargaining Council – MIBCO, registered in terms of section 29 of the Act.

"Division B employees" means those employees as defined in the Main Agreement from time to time.

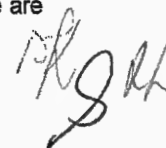
"Establishment" means any premises or part thereof in or on which activities in the Motor Industry or part thereof are conducted.

"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.

"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 dependents of such employees on the death of such employees.

"Grades 1 to 6 employees" means those employees as defined in the Main Agreement from time to time.

"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.

"MIFA" means Motor Industry Fund Administrator in terms of Section 13 of the Pension Funds Act, Act no. 24 of 1956 as amended, for this fund.

"MIRF" means Motor Industry Retirement Fund in terms of the Pension Funds Act, Act no. 24 of 1956 as amended, for this fund.

"Motor Industry" or "Industry" means the Motor Industry as defined in the Main Agreement from time to time.

"National Wage Threshold" means the wage threshold determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act.

"PFA" means the Pension Funds Act, Act no 24 of 1956, as amended, from time to time.

"PR artisan" means an employee over the age of 22 who is able to prove not less than three years' experience in a trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade, and who under the supervision of a artisan performs work in the designated trade in which he has had the experience or, with the approval of the Regional Council concerned, in some other trade related to the activities covered by the definition of 'Motor Industry' in this Agreement, or an employee who is able to prove to the satisfaction of the Regional Council concerned not less than three-and-a-half years' experience as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant with any employer in the 'Motor Industry' as defined.

[**Note:** Regarding the proof required of three-and-a-half years' experience, a certificate of service shall be issued by the employer in which it is certified that the employee concerned had served either as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant, which certificate in turn shall be verified by the Regional Council concerned, and the employee shall submit proof of having attended the proper course at a duly registered group training centre.].

"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 R11 336.44 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.

"PFA" means the Pension Funds Act, Act no 24 of 1956, as amended from time to time;

"Region EC" means those areas defined as 'Area Eastern Cape'.

"Region KZN" means the areas defined as 'Area KwaZulu-Natal'.

"Region FS & NC" means those areas defined as 'Area Free State & Northern Cape'.

"Region HVL" means those areas defined as 'Area Highveld'.

"Region NR" means those areas defined as 'Area Northern Region'.

"Region WP" means those areas defined as 'Area Western Cape'.

"Regional Council" means a committee appointed as such by the Council in terms of its Constitution.

"Regional Council" means a committee appointed as such by the Council in terms of its constitution for any region defined herein.

"Retirement age" means 65 years.

"Voluntary member" means a person admitted to membership by a Regional Council in terms of clause 5 of this Agreement.

"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 email and postal addresses of the Secretaries of the various Regional Councils are as follows:

Region EC:	PO Box 7270, Gqeberha, 6055; Mibco.EC@mibco.org.za
Region KZN:	PO Box 10230, Ashwood, 3605; Mibco.KZN@mibco.org.za
Region FS & NC:	PO Box 910, Bloemfontein, 9300; Mibco.FSNC@mibco.org.za
Region Highveld:	PO Box 2578, Randburg, 2125; highveldregion@mibco.org.za
Region Northern:	PO Box 13970, Hatfield 0028; Mibco.NR@mibco.org.za
Region WP:	PO Box 17, Bellville, 7535. Mibco.wp@mibco.org.za

- (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. The provisions of this clause are subject to the respective employee electing in writing within 30 days of the discovery referred to Administrative Agreement sub-clause 10(1)(b) whether to enforce or the waive compliance with the provisions of this clause by the employer. The contributions will be waived should no submission by respective employees be received by the Regional Secretary within the 30 days.

CLAUSE 7 - ADMINISTRATION

- (1) The Fund shall be administered in accordance with rules approved by the Financial Services Conduct Authority (FSCA); 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 FSCA.

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 FSCA; 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 FSCA; 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 FSCA; 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 Employment and 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 Employment and 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 or institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and/payment advise, 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 shall be, 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 shall be, shall issue to every person granted exemption –
- (a) number consecutively all licenses issued;
 - (b) retain a copy of each licenses issued; and
 - (a) where exemption is granted to an employee, forward a copy of the license to the employer concerned.
- (5) 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) Employers seeking to be exempted from this fund may not transfer to an alternate fund until an exemption is granted and shall continue contributing.
- (7) On the Section 14 transfer process –
- (a) A member registering with an alternative fund whilst still with this fund –
 - (i) shall continue contributing to this fund for as long as he is deemed to be a member of this fund; and
 - (ii) shall stop contributing when the cancellation of this fund is granted.
 - (b) A member registering with this fund whilst still on a different/other fund –
 - (i) shall continue contributing to the other fund for as long as he is deemed to be a member of that fund; and
 - (ii) shall stop contributing to the other fund when the cancellation of that fund is granted and will start contributing to this fund.
- (8) **Exemption from the Autoworkers Provident Fund:**
- (a) When applications for exemption are received from employers or a group of employees, requesting exemption from the Motor Industry's retirement funds in order to join an alternative approved fund, the following shall be observed:
 - (i) The alternative fund must be a properly structured pension/provident/retirement fund registered in terms of the Pension Funds Act.



- (ii) Applications for exemption submitted by an employer on behalf of its employees to be exempted from the industry's retirement funds shall be made on an official company letterhead and shall be signed by the employer or its duly authorized representative.
- (iii) Applications for exemption submitted by a group of employees to be exempted from the industry's retirement funds, shall be made on an official company letterhead from the company that they are employed at, and shall be signed by each employee or his/her duly authorized representative.
- (iv) The contributions to the alternative fund by both employer and employee shall be at least the equivalent to that required by the industry's funds respectively.
- (v) The waiting period for membership to the alternative fund(s) shall not be longer than 6 months.
- (vi) All new alternative funds' benefits shall be collectively better than those of the industry's funds and the benefits of all existing funds which at present enjoy exemption shall be equal to or better than those of the industry's funds.
- (vii) Membership of an alternative fund that complies with these criteria shall be compulsory when an exemption is granted from membership of the industry funds.
- (viii) In the event that a dispute arises as a result of the rejection of such application, the dispute shall be referred to an agreed neutral third party or parties, qualified in the matters of retirement funds, who shall observe the provisions of this clause and who shall make a final and binding ruling.

CLAUSE 11 - REMITTANCE

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:

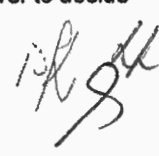
- (a) An appeal shall be in writing and shall be addressed to the General Secretary of the Council or the Secretary of the Regional Council, as the case may be, for consideration by the Independent Board.
 - (b) All appeals lodged by non -parties shall be considered by the Independent Board with due 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.





ANNEXURE A
AUTO WORKERS' PROVIDENT FUND
APPLICATION FOR REGISTRATION AS A MEMBER

Fund No	12/8/32783					
Identity/Passport No						
Surname						
First names						
Date of birth	Year		Month		Day	
Male or Female (Gender)						
Employed by (employer's name and address)						
Occupation						
Applicant's private address						
Were you employed in the Motor Industry previously?	Yes		No			
If the answer is "Yes" state name and address of employer						
ALTERNATIVE CONTACTS FOR MEMBER						
Next of kin						
Full Name	Surname	Email Address			Telephone: Mobile	
1st Relative not living with Member						
Full Name	Surname	Email Address			Telephone: Mobile	
2nd Relative not living with Member						
Full Name	Surname	Email Address			Telephone: Mobile	

DEATH BENEFIT NOMINEES (add an addendum if there are more nominees)				
<i>I nominate as my additional beneficiaries in the event of my death:</i>				
Nom.	Full Name	Surname	Identity/Passport Number	Percentile payout (%)
2				
3				
4				
5				
Disabilities (YES/NO)				
Provide Detail if YES				
Chronic Illnesses (YES/NO)				
Provide Detail if YES				
<i>(Mark the appropriate block with an X)</i>				
I authorize the Motor Industry Retirement Fund (MIRF) to issue my provident fund benefit statement to the Motor Industry Bargaining Council (MIBCO) and in turn MIBCO may issue my provident fund benefit statement to me <input type="checkbox"/> and registered employer <input type="checkbox"/>				
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.				

Signature

Date

Telephone:
Mobile

Email Address





ANNEXURE B

AUTO WORKERS' PROVIDENT FUND

APPLICATION FOR REGISTRATION AS A VOLUNTARY MEMBER

Fund No	12/8/32783					
Identity/Passport No						
Surname						
First names						
Date of birth	Year		Month		Day	
Male or Female (Gender)						
Employed by (employer's name and address)						
Occupation						
Applicant's private address						
Were you employed in the Motor Industry previously?	Yes		No			
If the answer is "Yes", state name and address of employer						
ALTERNATIVE CONTACTS FOR MEMBER						
Next of kin						
Full Name	Surname	Email Address			Telephone: Mobile	
1st Relative not living with Member						
Full Name	Surname	Email Address			Telephone: Mobile	
2nd Relative not living with Member						
Full Name	Surname	Email Address			Telephone: Mobile	

DEATH BENEFIT NOMINEES (add an addendum if there are more nominees)				
<i>I nominate as my additional beneficiaries in the event of my death:</i>				
Nom.	Full Name	Surname	Identity/Passport Number	Percentile payout (%)
2				
3				
4				
5				
Disabilities (YES/NO)				
Provide Detail If YES				
Chronic Illnesses (YES/NO)				
Provide Detail If YES				
<i>(Mark the appropriate block with an X)</i>				
I authorize the Motor Industry Retirement Fund (MIRF) to issue my provident fund benefit statement to the Motor Industry Bargaining Council (MIBCO) and in turn MIBCO may issue my provident fund benefit statement to me <input type="checkbox"/> and registered employer <input type="checkbox"/>				
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.				

Signature

Date

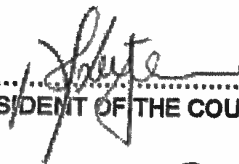
Telephone:
Mobile

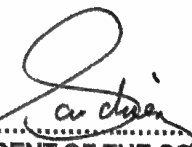
Email Address



TO BE SIGNED BY THE OWNER, MEMBER, A PARTNER OR DIRECTOR OF THE FIRM

SIGNED AT RANDBURG ON BEHALF OF THE PARTIES THIS 23rd DAY OF JANUARY 2023.


..... M. KEYTER
PRESIDENT OF THE COUNCIL


..... L. BOUCHIER
VICE- PRESIDENT OF THE COUNCIL


..... L. LEDWABA
GENERAL SECRETARY