

SCHEDULE

MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

MOTOR INDUSTRY SICK, ACCIDENT AND MATERNITY PAY FUND AGREEMENT

in accordance with the provisions of the Labour Relations Act 66 of 1995, made and entered into by and between the

Retail Motor Industry Organisation - RMI

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

Motor Industry Staff Association - MISA

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

CLAUSE 1 - PERIOD OF OPERATION OF AGREEMENT

This Agreement shall in terms of Section 31 of the Act, come into operation on the date of signature thereof and terminate on 31 December 2025.

CLAUSE 2 - SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Regions defined herein by all employers in the Motor Industry who are members of the Retail Motor Industry Organisation (RMI) and by all employees in the said Industry who are members of the Motor Industry Staff Association (MISA)

CLAUSE 3 - DEFINITIONS

Any terms used in this Agreement which are defined in the Labour Relations Act 66 of 1995 or the Main Agreement for the Motor Industry, shall have the same meaning as in the Act and/or Main Agreement; any reference to an Act and/or Main Agreement shall include any amendments thereto, and unless the contrary intention appears, words purporting the masculine gender shall include females, and vice versa; further, unless inconsistent with the text -

"Act" means the Labour Relations Act 66 of 1995;

"apprentice" means an employee undergoing training in terms of 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 that Act as well as a learner in terms of Chapter IV of the Skills Development act No. 97 of 1998; and shall have a meaning corresponding with "learner".

"Council" means the Motor Industry Bargaining Council - MIBCO registered in terms of section 29 of the Act;

"female member" means a female employee who is a member of the trade union or a voluntary member and who is employed by an employer who is a member of the employers' organisation which is a party to this agreement;

"Fund" means the Motor Industry Sick, Accident and Maternity Pay Fund established in terms of this Agreement;

"Main Agreement" means the collective Agreement in which wages and other conditions of service are prescribed for employees in the Motor Industry;

"member" means any employee registered as a member of the Fund in terms of clause 5 of this Agreement and in respect of whom contributions are made to the Fund;

"MISA member" means a member of MISA who is a member of the Fund, and who is also employed by an RMI employer;

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

"MSSC" means the MIBCO Shared Services Centre;

"RMI – employee Benefit Fund Account" means an interest bearing bank account opened by MISA pursuant to the terms of this Agreement and which will be used to disburse administration costs, and death and funeral benefits to qualifying members;

"RMI employee" means an employee employed by a member of the RMI;

"RMI member" means an employer in the motor industry who is a member of the Retail Motor Industry Organisation;

"rules" means the rules of the Fund in force from time to time and as prescribed in terms of clause 8 of this Agreement;

"Voluntary member" means a member as per clause 5(2) of this Agreement;

"week" means a period of seven consecutive days commencing at midnight on a Sunday.

CLAUSE 4 - CONTINUATION AND OBJECTS OF THE FUND

- (1) The Fund established in terms of this Agreement, whether published under any Government Notice or not, and is known and referred to as the "Motor Industry Sick, Accident and Maternity Pay Fund" (hereinafter referred to as the "Fund").
- (2) The Fund shall consist of -
 - (a) the moneys as at the date of coming into operation of this Agreement, standing to the credit of the Motor Industry Sick and Accident Pay;
 - (b) contributions prescribed in this Agreement;
 - (c) penalty interest on late payments of contributions, levied and collected by the MSSC
 - (d) interest on investments; and
 - (e) any other moneys to which the Fund may become entitled.
- (3) The objects of the Fund shall be, in accordance with the rules of the Fund as determined from time to time, to -
 - (a) assist members of the Fund who suffer losses of wages or salary through absenteeism resulting from incapacity owing to accident or sickness.
 - (b) assist female members who suffer losses of wages through absenteeism resulting from the pregnancy of such members.
 - (c) provide any other benefits to assist members of the Fund as

determined from time to time including but not limited to death and funeral benefits for members and dependants defined in terms of the Rules of the Fund.

CLAUSE 5 - MEMBERSHIP

- (1) Membership of the Fund shall be compulsory for all employees in the Motor Industry who are members of the Motor Industry Staff Association and who is employed by an employer who is a member of the Retail Motor Industry Organisation (RMI); provided expressly that upon application, the Council shall grant any such employee or employer making such an application, an exemption from participating in the Fund, which exemption shall be valid only for the period of operation of this Agreement.
 - (2) Non-union members and NUMSA members employed in RMI establishments may be admitted by employers to voluntary membership of the Fund, and the provisions of this Agreement shall **mutatis mutandis** apply to persons admitted to voluntary membership and their employers.
 - (3) Subject to subclause (1) and (2) hereof, every member shall complete the form prescribed by the Council and lodge such completed form with the MSSC within one month after the date on which he/she enters or re-enters or becomes employed in the Motor Industry, and shall furnish such additional information or documentary evidence as the MSSC may require.
 - (4) Membership of the Fund shall terminate directly once a member ceases to be employed in the Motor Industry.
 - (5) Any member whose membership of the Fund has terminated shall forfeit all claims on the Fund and if re-admitted to membership shall be regarded as an entirely new member unless otherwise decided by the MSSC.
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CLAUSE 6 - CONTRIBUTIONS

- (1) Every RMI employer shall contribute the following amounts in respect of each RMI employee admitted to the Fund, in respect of each week of employment by it (the RMI employer) from 1 January 2018:
 - (a) In respect of each RMI employee the amount of R14.99 (to cover sick and accident benefits);
 - (b) An additional R7.06 in respect of each female RMI employee (to cover maternity benefits);
 - (c) An additional R3.50 in respect of each RMI employee (to cover death and funeral benefits);
 - (d) Any additional amount for benefits as determined from time to time;

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 in respect of such employee for that week.

Therefore, as of 1 January 2018, in respect of each male RMI employee, the RMI employer will pay R18.49 per week and in respect of each female RMI employer, the RMI employer will pay R25.55 per week.

Provided further that the amounts reflected in 6.1(a) and 6.1(b) shall be increased annually on the 1st of January, for the duration of this agreement, by the same percentage as which applies to employees registered under Division C (excluding Chapter III).

- (2) The contributions referred to in subclause (1) of this clause shall be paid each month to the MSSC and shall be accompanied by a written statement containing the following details:

- (a) Name and initials of each employee;
 - (b) amount of contributions remitted in respect of each employee;
 - (c) date service commenced and/or terminated, in the case of employees whose employment commenced or terminated since the details were last submitted.
- (3) Every employer shall pay the total amount of the contributions payable and render the statement of details required each month in terms of subclause (2) to the MSSC by not later than the 10th day of the month following the month to which the contributions and details relate.

Note:

- (a) The present postal address of the MSSC is as follows:
MSSC, P O Box 4616 Randburg 2125
 - (b) Forms prepared specifically for the inclusion of the details required by this clause are obtainable on application from the MSSC.
- (4) Should any amount due in terms of this clause not be received by the MSSC by the 15th day of the month following the month in respect of which it is payable, the employer shall pay penalty interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one and a half percent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the MSSC: Provided that the MSSC shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

CLAUSE 7 - BENEFITS

Subject to the provisions of the Fund's rules, every member possessing the

necessary qualifications therefor and who has made the requisite number of contributions to the Fund shall be eligible for the Fund's benefits in force from time to time as prescribed in such rules.

CLAUSE 8 - ADMINISTRATION

- (1) Benefits and monies relating to Clauses 6(1)(a) and 6(1)(b) shall be administered by the MSSC on behalf of the Fund.
- (2) Benefits and monies relating to clause 6(1)(c) and/or any other benefits or monies shall be administered by MISA for the duration of this Agreement.
- (3) The parties may at any time make new rules or alter or repeal any existing rules.
- (4) Upon the MSSC paying the contributions as per Clause 6(1)(c) of this Agreement to the RMI – Employee Benefit Fund Account or any other account as agreed between the RMI and MISA, such monies shall no longer be considered to be part of the Fund and the MSSC shall have no control over the said monies.
- (5) MISA shall ensure that the RMI – Employee Benefit Fund Account is audited on an annual basis, in the same terms as provided for, for the Sick-, Accident- and Maternity Pay Fund, which audited statement shall be submitted to the RMI for consideration and approval.

CLAUSE 9 - POWERS AND DUTIES OF MIBCO GOVERNING BOARD

- (1) Subject to the discretion of the Council and to the terms of this Agreement, and with the exception provided for in clause 8(2) and 8(3) herein, the MIBCO Governing Board shall have full control of the affairs of the Fund.
 - (2) Every member of the Fund shall be provided by the MSSC with a copy of the
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Rules of the Fund or a summary thereof.

- (3) The MIBCO Governing Board may, with the exception provided for in clause 8(2) and 8(3) herein -
- (a) engage employees to assist in the administration of the Fund under such conditions as it may determine;
 - (b) refuse or withhold any or all benefits from any member who, in its opinion, has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members: Provided that such member shall, if he so requests, be given the opportunity of appearing before the MSSC Board to be heard;
 - (c) sanction expenditure;
 - (d) empower its Chairman and/or Vice-chairman and its secretary or other official to sign jointly on behalf of the Fund any agreements and contracts of which the parties have approved;
 - (e) open accounts in the name of the Fund at registered financial institutions approved by the parties and empower persons to operate on such accounts;
 - (f) appoint sub-committees in terms of the rules to assist with the administration of the Fund.
- (4) The MSSC Board shall cause -
- (a) minutes to be kept of proceedings of all meetings and copies of such minutes to be transmitted to the Council;
 - (b) full and true accounts to be kept of the Fund and such accounts to be
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audited by the Council's auditors registered in terms of section 23 of the Public Accountants' and Auditors Act, 1951, whom it shall appoint for the purpose and such audited accounts shall be tabled at the Council's Annual General Meeting each year.

- (5) The MSSC Board shall not have any discretionary powers relating to the granting of additional assistance to members, but may submit cases which it considers merit the granting of special relief, with full details, to the Council, for submission to the Committee of Party Officials for a ruling on whether and to what extent a special grant may be made.
- (6) The MSSC shall obtain the necessary tax exemptions in favour of the Fund, as and when necessary.

CLAUSE 10 - FINANCIAL CONTROL

- (1) The contributions that the MSSC receives on behalf of the Fund in terms of Clause 6(1)(c), for MISA members from RMI employers and which contributions, as per the Rules of the Fund, are to be used to pay death and funeral benefits to MISA members, shall be paid by the MSSC to MISA within three days of receipt. MISA shall provide the MSSC with the banking details to effect such payment.
 - (2) The contributions that the MSSC receives on behalf of the Fund in terms of clause 6(1)(c) for Voluntary members from RMI employers and which contributions, as per the Rules of the Fund, are to be used to pay death and funeral benefits to Voluntary members, shall be paid by the MSSC to the RMI Employee Benefit Fund Accountant within three days of receipt. MISA shall provide the MSSC with the banking details to effect such payment.
 - (3) The balance of the monies received by the MSSC on behalf of the Fund, in respect to sick, accident and maternity benefits as per the Rules of the Fund shall be deposited in an account or accounts in the name of the Fund at a
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financial institution approved by the parties within three days of receipt and all disbursements from such account(s) shall -

- (a) require the sanction of the MSSC Board;
 - (b) be effected by non-transferable cheque or other written instrument signed by two persons duly authorised thereto by the MSSC Board;
 - (c) in respect of benefits payable by the Fund, be suspended whenever the total amount standing to the credit of the account of the Fund falls below R20 000 and until such time as it rises above R40 000.
- (4) Full, undivided and unqualified liability shall accrue to MISA, should the RMI – Employee Benefit Fund account not be able to meet its obligations towards the beneficiaries of the Fund insofar as the disbursement of claims are concerned.
- (5) (a) All moneys received by the MSSC on behalf of the Fund excluding monies received in terms of clause 6(1)(c) shall be credited in the MSSC's books of account separately in accounts reflecting -
- (i) all contributions received and benefits paid in respect of those members for whom contributions are payable in terms of subclause 6(1)(a); and
 - (ii) all contributions received and benefits paid in respect of those members for whom contributions are payable in terms of subclause 6(1)(b).
- (b) All monies received by the MSSC on behalf of the Fund in terms of clause 6(1)(c) shall be paid over to the respective accounts as per clause 10(1) and 10(2) above.
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- (c) The provisions of clause 10(3)(c) shall apply *mutatis mutandis* to any benefits payable from the different accounts provided for in subclause (5)(a) of this clause.
- (6) The Board of the MSSC shall furnish the Council with regular reports containing, *inter alia*, particulars of the benefits and assistance provided by the Fund and moneys received and disbursed by the Fund for the period to which the report relates.
- (7) (a) The MSSC Board shall submit to the Council by not later than 31 March each year statements audited by the auditor appointed in terms of clause 9(4)(b) and countersigned by the Chairman showing the income and expenditure of the Fund in terms of clauses 6(1)(a), 6(1)(b) for the preceding 12 months ended 31 December and its assets and liabilities as at that date.

These statements and the auditor's report thereon shall be available at the offices of the MSSC for inspection by contributors to the Fund who shall be entitled to make copies thereof or to take extracts therefrom.
- (b) From the audited statements referred to herein the Secretary of the Council shall prepare a consolidated income and expenditure account and balance sheet of the Fund, cause these to be audited by the Council's auditors and approval by the Council.
- (8) MISA shall have full control over the monies paid into the RMI Employee Benefit Account for Voluntary members, which monies MISA shall use as per the Rules of the Fund.
- (9) All expenses incurred by MISA in connection with the administration of the RMI Employee Benefit Fund Account and the administration of claims in respect of Voluntary members shall form charge against the said account.

- (10) MISA shall ensure that all monies received in the RMI Employee Benefit Fund Account shall be credited in separate books of account, reflecting –
- (a) all contributions received;
 - (b) all benefits paid to Voluntary members to whom death and benefit contributions were paid.
- (11) MISA shall furnish the RMI with quarterly reports containing **inter alia** particulars of monies received in the RMI Employee Benefit Account, disbursements paid from the account, and death and funeral benefits paid to voluntary members.
- (12) MISA shall submit to the Council not later than 31 March each year financial statements audited by the auditor appointed by the parties to this Agreement, showing the income and expenditure pertaining to the RMI Employee Benefit Fund Account for the preceding 12 months ending 31 December.

CLAUSE 11 - INDEMNITY

The members of the Motor Industry Bargaining Council – MIBCO, members elected to the Governing Board and the officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

CLAUSE 12 - DISPUTES

- (1) Subject to the provisions of subclause (3), any disputes concerning the interpretation, meaning or intention of any provision of this Agreement or concerning the administration of the Fund shall be dealt with by the MIBCO Governing Board ***mutatis mutandis*** in accordance with the procedure laid down in section 9 of the Council's Constitution.

- (2) (a) A member who is not satisfied with the decision of the MIBCO Governing Board in respect of any claims made by him on the Fund, may appeal to the Council and the Council's decision in this connection shall be final.
- (b) In the event of a member appealing to the Council, the MIBCO Governing Board shall, on being requested to do so by the Council's Secretary submit details of the member's case to the Council for consideration.
- (3) Any dispute concerning the administration of the RMI Employee Benefit Fund Account shall be dealt with by MISA's CEO. Any death and/or funeral benefit dispute may be referred to the CEO of the RMI, whose decision shall be final.

CLAUSE 13 - EXPIRATION OF AGREEMENT AND DISSOLUTION OF THE COUNCIL

- (1) In the event of the expiration of this Agreement, and unless within a period of 12 months after such expiration, either a new agreement is negotiated in terms of which the Fund is continued, or the Fund is transferred by the RMI to any other fund constituted for a similar purpose to that for which the Fund was originally established, the Fund shall be liquidated.
- (2) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34(2) of the Act, during any period in which this Agreement is binding, the MIBCO Governing Board shall continue to administer the Fund and the members of the MIBCO Governing Board at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes:

Provided, however, that any vacancies occurring on such MIBCO Governing Board may be filled by the Parties from employers or employees in the Motor Industry to ensure an equality of employer and employee representatives and

alternates in the membership of the MIBCO Governing Board. In the event of the MIBCO Governing Board being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable the Parties shall appoint a trustee or trustees to carry out the duties of the MIBCO Governing Board and who shall possess all the powers of the MIBCO Governing Board for the purpose.

If upon the expiration of this Agreement there is no Council in existence, the Fund shall be liquidated in the manner set forth in clause 14 of this Agreement, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be transferred into a Fund administered by the RMI for the purposes of providing benefits to its members.

CLAUSE 14 - LIQUIDATION

- (1) Upon liquidation of the Fund in terms of clause 13(1) hereof, monies remaining to the credit of the Fund after payment of all claims, including administration and liquidation expenses, shall be transferred into a Fund administered by the RMI for the purposes of providing benefits to its members.
- (2) Upon liquidation of the Fund in terms of clause 13(1) hereof, monies remaining to the credit of the RMI Employee Benefit Fund Account, after payment of all claims and expenses, shall be transferred into a Fund administered by the RMI for purposes of providing benefits to its members.

CLAUSE 15 - AGENTS

The 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 slips, and to question such individuals and to do all such acts as may be necessary for the purpose 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 16 - EXEMPTIONS

The Council or the MIBCO Governing Board may grant exemption from any of the provisions of this Agreement under such terms and conditions and for such period as it may determine.

CLAUSE 17 - PRESCRIPTION

The MIBCO Governing Board shall have the right to refuse to review the manner in which a claim has been dealt with by the Fund if more than two years has elapsed since the date the claim in question was originally paid or rejected.

CLAUSE 18 - DISHONoured CHEQUES

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 honoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council in its sole discretion, which penalty shall be equal to the interest rate as determined by the Council from time to time of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

At the Council's Annual General Meeting held on 26 March 2024 the Parties to this Agreement AGREED that the Agreement be ADOPTED with effect from 01 July 2024 to be binding on the Parties to the Agreement for a period ending 31 December 2025 in terms of the provisions of the Labour Relations Act, No. 66 of 1995.

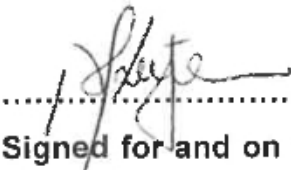
Signed for and on behalf of the MOTOR INDUSTRY BARGAINING COUNCIL –
MIBCO at Johannesburg this 30th day of July 2024.


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Signed for and on behalf of the RETAIL MOTOR INDUSTRY ORGANISATION –
RMI at Johannesburg this 24th.... day of July 2024.


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Signed for and on behalf of the MOTOR INDUSTRY STAFF ASSOCIATION at
Johannesburg this 18th day of July 2024.


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Signed for and on behalf of the MOTOR INDUSTRY BARGAINING COUNCIL at
Johannesburg this 30th day of July 2024.


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