Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette **No. 11450** *Regulasiekoerant*

Vol. 685 **1** **July Julie** **2022** **No. 46648**

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

IMPORTANT NOTICE:

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

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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* 2022

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

- **31 December 2021,** Friday for the issue of Friday **07 January 2022**
- **07 January,** Friday for the issue of Friday **14 January 2022**
- **14 January,** Friday for the issue of Friday **21 January 2022**
- **21 January,** Friday for the issue of Friday **28 January 2022**
- **28 January,** Friday for the issue of Friday **04 February 2022**
- **04 February,** Friday for the issue of Friday **11 February 2022**
- **11 February,** Friday for the issue of Friday **18 February 2022**
- **18 February,** Friday for the issue of Friday **25 February 2022**
- **25 February,** Friday for the issue of Friday **04 March 2022**
- **04 March,** Friday for the issue of Friday **11 March 2022**
- **11 March,** Friday for the issue of Friday **18 March 2022**
- **17 March,** Thursday for the issue of Friday **25 March 2022**
- **25 March,** Friday for the issue of Friday **01 April 2022**
- **01 April,** Friday for the issue of Friday **08 April 2022**
- **07 April,** Thursday for the issue of Thursday **14 April 2022**
- **13 April,** Wednesday for the issue of Friday **22 April 2022**
- **21 April,** Thursday for the issue of Friday **29 April 2022**
- **28 April,** Thursday for the issue of Friday **06 May 2022**
- **06 May,** Friday for the issue of Friday **13 May 2022**
- **13 May,** Friday for the issue of Friday **20 May 2022**
- **20 May,** Friday for the issue of Friday **27 May 2022**
- **27 May,** Friday for the issue of Friday **03 June 2022**
- **03 June,** Friday for the issue of Friday **10 June 2022**
- **09 June,** Thursday for the issue of Friday **17 June 2022**
- **17 June,** Friday for the issue of Friday **24 June 2022**
- **24 June,** Friday for the issue of Friday **01 July 2022**
- **01 July,** Friday for the issue of Friday **08 July 2022**
- **08 July,** Friday for the issue of Friday **15 July 2022**
- **15 July,** Friday for the issue of Friday **22 July 2022**
- **22 July,** Friday for the issue of Friday **29 July 2022**
- **29 July,** Friday for the issue of Friday **05 August 2022**
- **04 August,** Thursday for the issue of Friday **12 August 2022**
- **12 August,** Friday for the issue of Friday **19 August 2022**
- **19 August,** Friday for the issue of Friday **26 August 2022**
- **26 August,** Friday for the issue of Friday **02 September 2022**
- **02 September,** Friday for the issue of Friday **09 September 2022**
- **09 September,** Friday for the issue of Friday **16 September 2022**
- **16 September,** Friday for the issue of Friday **23 September 2022**
- **23 September,** Friday for the issue of Friday **30 September 2022**
- **30 September,** Friday for the issue of Friday **07 October 2022**
- **07 October,** Friday for the issue of Friday **14 October 2022**
- **14 October,** Friday for the issue of Friday **21 October 2022**
- **21 October,** Friday for the issue of Friday **28 October 2022**
- **28 October,** Friday for the issue of Friday **04 November 2022**
- **04 November,** Friday for the issue of Friday **11 November 2022**
- **11 November,** Friday for the issue of Friday **18 November 2022**
- **18 November,** Friday for the issue of Friday **25 November 2022**
- **25 November,** Friday for the issue of Friday **02 December 2022**
- **02 December,** Friday for the issue of Friday **09 December 2022**
- **08 December,** Thursday for the issue of Thursday **15 December 2022**
- **15 December,** Thursday for the issue of Friday **23 December 2022**
- **22 December,** Thursday for the issue of Friday **30 December 2022**

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 R**3026.32** 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 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:	**Postal Address:**	**GPW Banking Details:**
Government Printing Works	Private Bag X85	**Bank:** ABSA Bosman Street
149 Bosman Street	Pretoria	**Account No.:** 405 7114 016
Pretoria	0001	**Branch Code:** 632-005

For Gazette and Notice submissions: Gazette Submissions:	**E-mail:** submit.egazette@gpw.gov.za
For queries and quotations, contact: Gazette Contact Centre:	**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

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 2211 **1 July 2022**

LABOUR RELATIONS ACT, 1995

NOTICE OF INTENTION TO CANCEL THE REGISTRATION OF AN EMPLOYERS' ORGANISATION

I, Lehlohonolo Daniel Molefe, Registrar of Labour Relations, hereby, in terms of section 106(2B) of the Act, give notice of my intention to cancel the registration of **Paper Packaging Employers Association (LR 2/6/3/459)** for the following reasons:

- The organisation has ceased to function in terms of its constitution.
- The organisation has failed to comply with the provisions of sections 98, 99 and 100 of the Act.

The employers' organisation and all interested parties are hereby invited to make written representations as to why the registration should not be cancelled. **Only representations pertaining to this Notice and the following case number: 111/2022 will be considered.**

Objections must be lodged to me, c/o the Department of Employment and Labour, Laboria House, 215 Francis Baard Street, PRETORIA. [Postal address: Private Bag X117, PRETORIA, 0001 – Fax No. (012) 309-4156/4848, within 60 days of the date of this notice.

REGISTRAR OF LABOUR RELATIONS

DATE: 22 June 2022

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 2212 **1 July 2022**

LABOUR RELATIONS ACT, 1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE CONSOLIDATED PROVIDENT FUND COLLECTIVE AMENDING 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 **Metal and Engineering Industries Bargaining Council**, 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 30 April 2026.

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 10/06/2022

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: UKWELULELWA KWESIVUMELWANO PHAKATHI KWABAQASHI NABASEBENZI ESIHLANGANISAYO NESICHIBIYELAYO SESIKHWAMA SOMHLALAPHANSI SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO

Mina, **THEMBELANI WALTERMADE NXESI,** uNgqongqoshe Wezemisebenzi Nezabasebenzi, lapha ngokwesigaba 32(2) soMthetho Wobudlelwano kwezabaSebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe elapha, esenziwa **Metal and Engineering Industries Bargaining Council** futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka-1995, esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyomboni kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 30 kuMbasa 2026.

MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 16/06/2022

SCHEDULE

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

CONSOLIDATED PROVIDENT FUND COLLECTIVE AGREEMENT FOR THE METAL INDUSTRIES

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

Association of Electric Cable Manufacturers of South Africa;
Association of Metal Service Centres of South Africa;
Cape Engineers' and Founders' Association;
Constructional Engineering Association (South Africa);
Consolidated Employer's Organisation;
Eastern Cape Engineering and Allied Industries Association (ECEAIA);
Electrical Engineering and Allied Industries' Association;
Electrical Manufacturers Association of South Africa;
Federated Employers Organisation of South Africa (FEOSA);
Gate and Fence Association;
Hand Tool Manufacturers' Association (HATMA);
Iron and Steel Producers' Association of South Africa;
KwaZulu Natal Engineering Industries' Association;
Lift Engineering Association of South Africa;
Light Engineering Industries' Association of South Africa;
National Employers' Association of South Africa (NEASA);
Non-Ferrous Metal Industries' Association of South Africa;
Plastics Converters Association of South Africa (PCASA);
Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association;
South African Electro-Plating Industries Association;
South African Engineers' and Founders' Association;
South African Refrigeration and Air-Conditioning Contractors' Association (SARACCA);
South African Pump Manufacturers' Association;
South African Reinforced Concrete Engineers' Association (SARCEA);
South African Valve and Actuator Manufacturers' Association (SAVAMA);
South African United Commercial Employers Organisation;

REGISTERED TRADE UNION OR "EMPLOYEE ORGANISATION" PARTY TO THE COUNCIL

Metal and Electrical Workers' Union of South Africa (MEWUSA)
Solidariteit/Solidarity;
UASA-The Union;
National Union of Metalworkers' of South Africa (NUMSA);
South African Equity Workers' Association (SAEWA);

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall apply to and be observed-

(a) in the Iron, Steel, Engineering, Metallurgical Industries throughout the Republic of South Africa;

(b) by all employers and scheduled employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions, respectively;

(c) by all employers and all scheduled employees in the Iron, Steel, Engineering and Metallurgical Industries who are not members of the employers' organisations and the trade unions; and

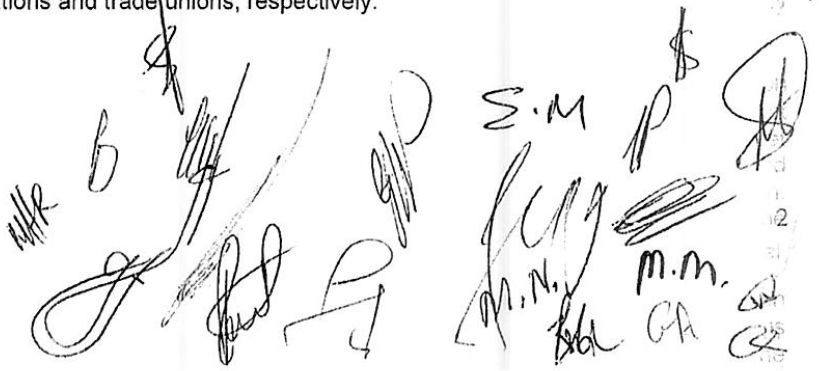
(d) the terms of this Agreement shall apply to Apprentices and Trainees not engaged by means of contract with the merSETA

(2) The terms of this Agreement shall not apply to an employer and his employee who are governed by and fall within the scope of application of the Engineering Industries Provident Fund.

(3) The terms of this Agreement shall not, subject to sub-clause (4) below, apply to any employee who on 1 May 1991 was or thereafter became a participant in and member of any fund providing provident and/or pension benefits, which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee, during such period only as such fund continues to operate and both employer and employee are participants therein: Provided that a fund which provides solely for payment of benefits on death shall not be deemed to be a pension or provident fund for the purposes of this Agreement.

(4) Where employers and employees participate in domestic schemes providing provident and/or pension benefits as referred to in sub-clause (3) above, which at the date of coming into operation of this Agreement do not provide for percentage contributions which, in total, are at least as much as the percentages, in total, specified in clause 6(2)(a) and (c) of this Agreement, a period of six weeks shall be allowed to enable compliance with this requirement, subject to any amendment of this Agreement.

(5) Clauses 1(1)(b), 2 of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.



2. PERIOD OF OPERATION OF AGREEMENT

2.1. This Agreement shall apply to parties to the agreement from 1 May 2021 or from date of signature, whichever is the latest, until 30 April 2026; and

2.2. This Agreement shall bind non-parties in terms of section 32 of the LRA as determined by the Minister of Employment and Labour, and shall remain in force until 30 April 2026.

3. DEFINITIONS

Any expression used in this Agreement that is defined in the Labour Relations Act, 1995, as amended shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context-

"The Act" means the Provident Funds Act 9 of 1924 as amended from time to time.

"Agreement" means a collective agreement as defined in the Labour Relations Act, 1995, as amended operative in the Iron, Steel, Engineering and Metallurgical Industries, and shall include any succeeding agreement and/or any extensions and/or amendment thereof, and shall further include any agreement as defined in the said Act if such agreement has expired but was operative at the date of coming into operation of this Agreement or became operative after the date of coming into operation of this Agreement;

"Apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Skill Development Act, No 97 of 1998, and includes a minor employed on probation in terms of the Act or a trainee in terms of Atrami Agreement as well as a learner in terms of Chapter IV of the Skills Development Act, No.97 of 1998;

"Council" means the Metal and Engineering Industries Bargaining Council, registered in terms of section 29 of the Act;

"Contribution Increase Program" means the employee and employer contributions payable as stipulated in the Approved Rules of the Fund;

"Scheduled Employee" means an employee, including an apprentice, whose minimum rate of pay is scheduled in any collective agreement as defined above in the Iron, Steel, Engineering and Metallurgical Industries

"Establishment" means any premises wherein or whereon the industries or part thereof, as herein defined, are carried on;

"Management Committee" means the Management Committee of the Council, appointed in terms of its Constitution;

"Fund" means the Provident Fund for the Metal Industries;

"Iron, Steel, Engineering and Metallurgical industry" means

(a) The production of iron and/or steel;

(b) The production of alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues;

(c) The general engineering and manufacturing engineering and metallurgical industries;

(d) The building and/or alteration and/or repair of boats and/or ships including the scraping, chipping or scaling and/or painting of their hulls and general woodwork undertaken in connection with ship repairs;

(e) The electrical engineering industry;

(f) The lift and escalator industry;

(g) The plastics industry and

(h) The iron, steel and metallurgical industry as defined in paragraph (a) to (g) above shall include the activities of Temporary Employment Service as defined in the section 198(1) of the Labour Relations Act, 66 of 1995 as amended ("the LRA"), who for reward procure for or provide to a client whose undertaking falls within the registered scope of the Metal and Engineering Industries Bargaining Council any persons (employees as defined in section 198(2) of the LRA) to render services or to perform work in such undertaking.

For the purpose hereof –

(a) "**General Engineering and Manufacturing Engineering and Metallurgical Industries**" means the industries concerned with the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than precious metal) or parts or components thereof and structural metal work, including steel reinforcement work, and the manufacture of metal goods principally from iron and/or steel and/or other metals (other than precious metals) and/or alloys and the finishing of metal goods, but does not include the Motor Industry.

"**Precious Metals**" means the precious metals gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals or any of these in such proportion with any other metals to be the greater part in value of such alloy.

(b) **"Electrical Engineering Industry"** shall consist of –:

(i) The manufacture and/or assembly from component parts of electrical equipment in the Republic of South Africa, namely, generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment transformers, furnace equipment, signaling equipment, radio or electronic equipment including monitors, and other equipment utilising the principles used in the operation of radio and electronic equipment, the latter equipment to include, but not to be limited to, television, and further, incandescent lamps and electric cables and domestic electrical appliances, and shall also include the manufacture of component parts of the aforementioned equipment.

(ii) subject to clause (iii) hereunder, the installation; maintenance, repair and service of the equipment referred to in paragraph (i) above in the Province of Transvaal and Natal but does not include the activities of electrical contracting industry;

(iii) The installation, maintenance, repair and service of television sets and monitors within the Republic of South Africa, excluding the installation, maintenance, repair and service in the Province of the Cape of Good Hope, and excluding in respect of the whole of the Republic of South Africa, the installation, maintenance, repair and service of monitors primarily intended for use in accounting and/or data processing and/or business procedures.

(c) "**Electrical Contracting Industry**" means the design, preparation (other than manufacture for sale) and erection of electrical installations forming an integral and permanent portion of buildings and the repair and/or maintenance of such installations including any cable jointing and electrical wiring associated therewith;

(d) "**Lift and Escalator Industry**" means the manufacture and/or assembly and/or installation and/or repair of electrical lifts and escalators;

(e) "**Plastics Industry**" means the industry concerned with the conversion of thermoplastic and/or thermosetting polymers, including the compounding or recycling thereof, or the manufacture of articles or parts wholly or mainly made of such polymers into rigid, semi-rigid or flexible form, whether blown, moulded, extruded, cast, injected, formed, calendered, coated, compression moulded or rotational moulded, including in-house printing on such plastics by the manufacturers, and all operations incidental to these activities;

(f) "**Plastics**" means any one of the group of materials which consist of or contains as an essential ingredient an organic substance of a large molecular mass and which, while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shape by flow, usually through the application, singly or together, of heat and pressure including the recycling or compounding thereof, but only where such compounding and/or recycling is as a result of the conversion for manufacture by the same employer, but shall exclude all extrusions into mono-and multi-filament fibres and other activities falling under the scope of the National Textile Bargaining Council;

(g) "**Machine**" means any appliance irrespective of the material of which it is made, but does not include an agricultural tractor;

(h) "**Metal Goods**" does not include agricultural tractor;

(i) "**Motor Industry**" means, -

(aa) assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with —

(i) chassis and/or bodies of motor vehicles;

(ii) internal combustion engines and transmission components of motor vehicles;

(iii) the electrical equipment connected with motor vehicles, including radios;

(ab) automotive engineering;

(ac) repairing, vulcanising and/or retreading tyres;

(ad) repairing, servicing and/or reconditioning batteries for motor vehicles;

(ae) the business of parking and/or storing motor vehicles;

(af) the business conducted by filling and/or servicing stations;

(ag) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or spares and/or accessories (whether new or used) pertaining thereto, whether or not such sale is conducted from premises which are attached to a portion of an establishment wherein is conducted the assembly of or repairs to motor vehicles;

(ah) the business of motor graveyards;

(ai) the business of assembly establishments;

(aj) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;

(ak) vehicle body building.

For the purposes of this definition—

"Automotive Engineering" means the reconditioning of internal combustion engines or parts thereof for use in motor vehicles in establishments mainly or exclusively so engaged, whether such establishment is engaged in the dismantling and repair of motor vehicles or not;

"**Motor Vehicle"** means any wheeled conveyance propelled by electrical or mechanical power (other than steam) and designed for haulage and/or for the transportation of persons and/or goods and/or loads, including trailers and caravans, but does not include any equipment designed to run on fixed tracks, trailers designed to transport loads of 20 tons or over, or aircraft;

"**Vehicle Body Building**" means any or all of the following activities carried on in a Vehicle Body Building establishment –

(i) the construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;

(ii) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure, and the assembling, adjusting and installation of parts in cabs or bodies or on the superstructure of vehicles;

(iii) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;

(iv) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;

(v) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or superstructures;

(vi) the building of trailers, but not including the manufacture of wheels or axles therefor; and

(vii) all operations incidental to or consequent upon the activities referred to in paragraphs (i),(ii),(iii),(iv),(v) and (vi) .

For the purposes of this definition, "vehicle" does not include an aircraft, and "Motor Industry" as defined above shall not include the following:

(i) The manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for and normally producing metal and/or plastic goods of a different character on a substantial scale;

(ii) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar service in respect of motor cars, motor lorries, or motor trucks;

(iii) the manufacture and/or maintenance and/or repair of—

(aa) civil and mechanical engineering equipment and/or parts thereof, whether or not mounted on wheels;

(bb) agricultural equipment or parts thereof; or

(cc) equipment designed for use in factories and/or workshops.

Provided that for the purposes of (aa), (bb) and (cc) above, "equipment" shall not be taken to mean motor cars, motor lorries and/or motor trucks and;

(dd) motor vehicle or other vehicle bodies and/or superstructures and/or parts or components thereof made of steel plate of 3,175 mm thickness when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale;

The above mentioned interests shall not include the undertakings, industries, trades or occupations in respect of which the Transnet Building Council has been registered on 2 October 1991. The latter Council has been registered in respect of the undertakings, industries, trades or occupations of Transnet Limited known as Spoornet, South African Airways, Autonet, Portnet, Transtel, Transwerk, Promat, Protekon or any other

business, undertaking, industry, trade, occupation, unit, department or section of Transnet Limited in the Republic of South Africa, as these undertakings, industries, trades or occupations were constituted on 2 October 1991.

(6) Notwithstanding the provisions of Clause 1(1), the terms of this Agreement shall not apply to -

(a) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipped and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;

(b) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition of "Electrical Engineering Industry" in Clause 3 of Part 1 of the Main Agreement published under Government Notice No. R.404 of 31 March 1998, in the Province of the Cape of Good Hope and the Orange Free State;

(c) assembling, servicing, installation, maintenance, and/or repair of appliance, equipment, machines, devices and apparatus, whether utilizing manual, photographic, mechanical, electrical, electrostatics, electronic principles, or any combination of such principles, which are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;

(d) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape Good Hope and the Orange Free State;

(e) the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliance in the Province of the Cape Good Hope and the Orange Free State;

"Implementation Date" means 1 July 2012, the date mutually agreed to by the parties on which the contribution increase program commenced.

"Law" includes the common law;

"Main Agreement" means the Agreement published under Government Notice No. R. 404 of 31 March 1998 or any succeeding agreement and includes any amendment, re-enactment or extension thereof, and further includes the Main Agreement during any period that it is expired;

"**Provident Fund**" means the Metal Industries Provident Fund;

"Pensionable Remuneration" means the actual wages payable to an employee by the employer each week in respect of the ordinary hours worked by such employee in the shifts of the establishment concerned during such week, including monies payable in terms of any agreement or under any law, but excluding amounts paid in respect of overtime, shift and other allowances and holiday leave bonuses, but including amounts paid in respect of overtime hours worked to make up lost ordinary hours, and for the purposes of this definition-

(a) in the case of a monthly-paid employee, his pensionable remuneration shall be the amount determined as above, converted on the basis that one month equals 4 1/3 weeks;

(b) "shift" means that period of work ordinarily worked by an employee in any period of 24 hours;

"Permanent Disability Scheme" means the Permanent Disability Scheme constituted to organise and

provide permanent disability benefits for the employees of employers in the group of industries known as the Iron, Steel, Engineering and Metallurgical Industries in the Republic of South Africa and such other industry/industries in the Republic as may from time to time be admitted to participate in the Scheme by the Board of Management in terms of the Constitution of the Scheme;

"Precious Metals" means the precious metals gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals, or any of these in such proportion with any other metals as to the greater part in value of such alloy;

"Regional Committee" means any committee appointed as such by the Council in terms of its Constitution;

"Region A" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (CP), Hermanus, Hopefield (CP), Knysna, Kuils River, Ladismith (CP), Laingsburg, Malmesbury, Mitchells Plain, Montagu, Moorreesburg, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riveradale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Cape Regional Council), P.O Box 6096, Roggebaai, 8012; or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;

"Region B" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stutterheim, Tarkastad and Wodehouse, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Border Regional Council), P.O. Box 13162, Vincent, 5217; or First Floor, 12 St Georges Road, Southernwood, 5201;

"Region C" means the Province of Natal, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (KwaZulu Natal Region), P O Box 5900, Durban, 4000, or 14th Floor, Mercury House, 320 Smith Street, Durban, 4001.

"Region D" means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Fort Beaufort, Graaft-Reinet, Hankey, Hanover, Hotmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (CP), Murraysburg, Noupoort, Oudtshoorn, Pearston, Port Elizabeth, Richmond (CP), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Midlands Regional Council), P.O Box 12848, Centrahill, 6006, or First Floor, 30 Pearson Street, Central, Port Elizabeth, 6001;

"Region E" means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke,Ventersdorp and Wolmaransstad, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Gauteng Region), P.O Box 3998, Johannesburg, 2000 or Union Corporation Building, 1st Floor, 77 Marshall Street, Johannesburg, 2001".

"Region F" means the Province of the Orange Free State, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Douglas, Gordonia, Griekwastad, Hartswater, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton, in the Province of the Cape of Good Hope and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering

Industries Bargaining Council (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or 136 Constantia Road, Dagbreek, Welkom, 9459;

"Scheme" means the Permanent Disability Scheme as referred to above.

"Surplus Agreement" means the agreement approved by the Financial Services Board on 30 November 2011 to distribute surpluses in the Fund.

4. CONTINUATION OF THE FUND

(1) The Metal Industries' Provident Fund (hereinafter referred to as the "Fund), established in terms of Government Notice No. R. 624 of 19 April 1991, is hereby continued.

(2) The Fund shall consist of-

(a) all monies and assets standing to the credit of the fund as at the date of coming into operation of the Agreement;

(b) all contributions paid by employers and members in accordance with clause 6 of this Agreement;

(c) all investment income derived from the investment of any monies of the Fund; and

(d) any other monies to which the Fund may become entitled.

(3) The Parties agreed to ensure that the Surplus Agreement of the Fund is implemented in consultation with the Fund, and that the terms of this Agreement are consistent with the Surplus Agreement.

5. MEMBERSHIP

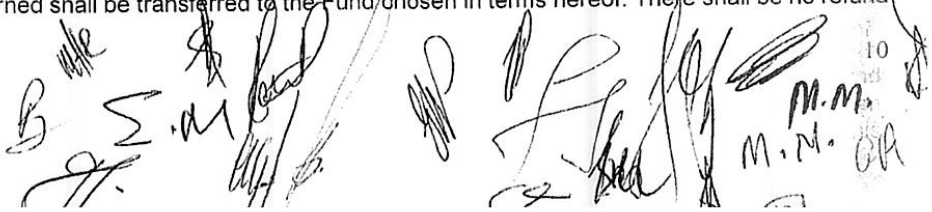
(1) Each employee who becomes an employee falling within the scope of this Agreement and or after the date of coming into operation of this Agreement shall be required to choose either to become a member of this Fund or a member of the Engineering Industries' Pension Fund. Such choice shall be made on the date on which he becomes an employee falling within the scope of this Agreement. Membership of the relevant Fund shall commence on that date.

(2) If an employee to whom sub-clause (1) applies does not choose either to become a member this Fund or a member of the Engineering Industries Pension Fund on the date on which he becomes an employee falling within the scope of this Agreement, he shall be required to become a member this Fund.

(a) All other employees shall be deemed to be members of this Fund:
Provided that where any Main Agreement has expired, the last reference shall be to the most recently expired Main Agreement.

(3) An employee to whom sub-clause (1) and/or (2) applies shall be entitled for a period of three months from the date on which he becomes an employee falling within the scope of this Agreement to withdraw from membership of this Fund in order to become a member of the other Fund.

In such case, membership of the Fund to which the employee transfers shall be made retrospective to the date on which contributions commenced to this Fund, and the benefits earned in the name of the employee concerned shall be transferred to the Fund chosen in terms hereof. There shall be no refund



of contributions to either the employee or employer.

The right of an employee to transfer membership in terms of this sub-clause shall terminate on the expiry of the above three-month period.

(4) If an employee who has become a member of this Fund ceases to fall within the scope of this Agreement as a result of his ceasing to be in service in the Industries or as a result of a specific exemption under sub-clause 9 of this Agreement, but subsequently falls within the scope of this Agreement, then-

(a) if his benefit under this Fund or the Group Pension Fund (prior to 1 May 1991) has been paid out, he shall not have the choice provided for in sub-clause (1);

(b) if his benefit under this Fund or the Group Pension Fund (prior to 1 May 1991) has not been paid out, he shall not have the choice provided for in sub-clause (1), but shall automatically become a member of the Fund of which he was previously a member.

(5) If an employee terminated his membership of this Fund or the Engineering Industries' Pension Fund prior to 1 May 1991 and subsequently falls within the scope of this Agreement or the Engineering Industries Pension Fund Agreement, then regardless of whether or not his benefits under the above funds have been paid out, he shall become a member this Fund.

(6) The provisions of sub-clauses (2) and (3) shall also apply to an employee referred to in sub-clauses (4) (a) and (5).

(7) Except as provided in this clause, an employee who remains in service in the Industries and continues to fall within the scope of this Agreement may not withdraw from membership of the Pension Fund or Provident Fund unless unconditionally exempted under clause 9 of this Agreement.

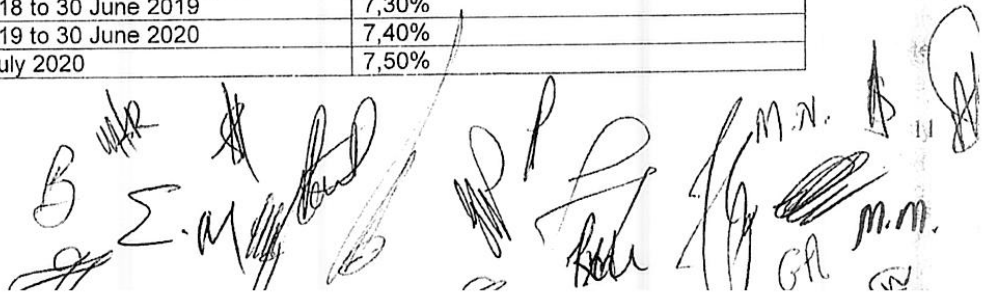
6. CONTRIBUTIONS

(1) Contributions, as hereinafter provided for, shall be made by employees and employers as from the date of coming into operation of this Agreement.

(2) Contributions in respect of this Fund and the Metal and Engineering Industries Permanent Disability Scheme (hereinafter referred to as the 'Scheme'):

(a) The employer shall each week deduct from the pensionable remuneration of each of his employees as follows:

As gazetted on 9 November 2018, in Notice No 685 of the Government Gazette 42021	
Years	**Employee contribution**
1 July 2015 to 30 June 2016	7%
1 July 2016 to 30 June 2017	7,10%
1 July 2017 to 30 June 2018	7,20%
1 July 2018 to 30 June 2019	7,30%
1 July 2019 to 30 June 2020	7,40%
From 1 July 2020	7,50%



(b) Contributions calculated in accordance with the provisions of paragraph (a) may at the discretion of the employer, be deducted from the earnings of any other employees who request in writing to become members of this Fund: Provided that the membership provisions under clause 5 shall *mutatis mutandis* apply to such employees.

(c) The employer shall pay to the Fund a percentage of pensionable remuneration as follows:

As gazetted on 9 November 2018, in Notice No 685 of the Government Gazette 42021	
Years	**Employer contribution**
1 July 2015 to 30 June 2016	7%
1 July 2016 to 30 June 2017	7,10%
1 July 2017 to 30 June 2018	7,20%
1 July 2018 to 30 June 2019	7,30%
1 July 2019 to 30 June 2020	7,40%
1 July 2020 to 30 June 2021	7,50%
1 July 2021 to 30 June 2022	7,60%
1 July 2022 to 30 June 2023	7,70%
1 July 2023 to 30 June 2024	7,90%
1 July 2024 to 30 June 2025	8,10%
1 July 2025 to 30 June 2026	8,30%
1 July 2026 to 30 June 2027	8,50%
1 July 2027 to 30 June 2028	8,70%
1 July 2028 to 30 June 2029	8,90%
1 July 2029 to 30 June 2030	9,10%
1 July 2030 to 30 June 2031	9,30%
1 July 2031 to 30 June 2032	9,50%
1 July 2032 to 30 June 2033	9,70%
1 July 2033 to 30 June 2034	9,90%
1 July 2034 to 30 June 2035	10,10%
1 July 2035 to 30 June 2036	10,30%
From 1 July 2036	10,50%

(d) The employee deductions and employer payments shall be made from the implementation date. During the Contribution Increase Program, the Fund will pay an additional amount from the surplus reserve to a total contribution of 18%. If the Fund is unable to pay the difference between 18% and the employee deductions and employer deductions at any time during the Contribution Increase Program, the employee deductions and employer payments will be set at the level reached at the last anniversary of increases, in terms of the Contribution Increase Program.

(e) The employer and employee contribution shall be apportioned as follows:

(i) An amount in the sole discretion of the Board equal to a specific percentage of the pensionable remuneration (as set out in (a) and (c) above) of each of the employees concerned shall be paid to the Scheme; and

(ii) From the amounts in (a) and (c) above, the amount required to meet the cost of



disability benefits and from (c) above the cost of death benefits and such administration and other expenses as may be determined by the Board shall be applied for this purpose.

(iii) The balance shall be the employee's and employer's contribution to the Fund for retirement benefits.

(3) No deductions shall be made or contributions paid in respect of periods of absence on unpaid leave, and absences owing to sickness, injury on duty and military service where no payment is due to the employee by the employer in terms of an agreement or under any law.

(4) (a) Every employer in regions A, B, C, D, E and F shall forward the total amount payable each month in terms of sub-clause (2), together with a statement in such form as may be prescribed from time to time, to reach the Council at its **MIBFA Bargaining Council Collection Unit,** Second Floor, Metal Industries House, 42 Anderson Street, Johannesburg, 2001 by no later than close of business on the 7th day of the subsequent month.

(b) The employer uses the postal service, a courier service or any other means of delivery or transfer at the employer's own risk. The relevant postal address is P O Box 61474, Marshalltown, 2107. A facility for direct bank-to-bank transfer of funds is also available. Enquiries may be directed to the Funds Contribution Manager at the above address or telephone (011) 870-2000.

(5) Notwithstanding the provisions of this clause, failure on the part of the employer to make the deduction of employees' contributions which he is required to make shall not be absolve the employer from having to submit the total amount of the employees' contributions and his own contributions to the Council.

(6) All contributions received by the Council shall be paid to the Provident Fund and the Scheme within seven days of receipt of such monies by the Council.

(7) (a) If any amount that falls due in terms of this clause is not received in full by the Council by the 1st day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions:

(i) The interest payable shall accrue on the balance of the amount outstanding from time to time from the 1st day until the full amount is received by the Council.

(ii) The interest shall accrue at the effective rate and terms as prescribed by the Act and Regulation to the Act.

(iii) All the other provisions of the Act that are relevant for the purpose of calculating any interest payable by the employer in terms of this sub-clause shall *mutatis mutandis* apply for these purposes."

(b) For the purposes of this sub-clause, 'the Act' means the Pension Funds Act as amended from time to time.

(8) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission.



7. ADMINISTRATION

(1) The Fund and the Scheme shall be administered in accordance with the Rules of the Fund and the Rules of the Scheme. Such Rules shall not be inconsistent with this Agreement or the provisions of the Pension Funds Act 24 of 1956, as amended and a copy of the Rules and amendments thereto shall be lodged with the Registrar of Pension Funds and the Registrar of Labour Relations.

(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 board of trustees of the Fund shall take over the functions of the Council in respect of this Agreement, and if for any reason the boards of trustees should be unable or unwilling to perform such duties, the Registrar of Pension Funds may appoint trustees to perform the Council's functions. The boards of trustees so appointed shall have all the powers vested in the Council for the purposes of this Agreement. Payment (if any) for the services of the trustees shall be borne by the Fund and/or the Scheme, as the case may be.

8. AGENTS

8.1. The Council shall appoint one or more persons as agents in terms of section 33(1) of the LRA to promote, monitor and enforce the terms of this Agreement. The Council shall apply to the Minister to appoint such designated agent.

8.2. A person appointed in terms of sub-clause (1) above shall thereafter be referred to as a designated agent and shall have the powers set out in section 33A and in Schedule 10 of the LRA.

8.3. Enforcement of this Agreement by a designated agent shall be in accordance with clause 10 of this agreement.

9. EXEMPTIONS

1. **General**

(a) Any person bound by this Agreement may apply for exemption.

(b) The Bargaining Council has the authority to consider applications for exemptions and/or licenses issued for exemptions.

(c) An employer who has obtained an exemption from the Fund shall be required to apply in writing, should he wish to rejoin the Fund at a later stage.

(d) Exemptions and appeals shall be dealt with, within a period of 30 days of receipt of the exemption or appeal application.

2. **Fundamental principles for consideration**

2.1 All applications must be in writing and fully motivated and sent to the Regional Office of the Council for the area in which the applicant is located.

(a) In scrutinising an application for exemption the Council will consider the views expressed by the employer and the workforce, together with any other representations received in relation to that application.

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(b) The employer must consult with the workforce, through a trade union representative or, where no trade union is involved, with the workforce itself, and must include the views expressed by the workforce in the application. The consultation must comply with the Pension Fund Act and Regulations in respect of communication.

Where the views of the workforce differ from that of the employer, the reasons for the views expressed must be submitted with the application.

Where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application.

(c) The exemption shall not contain terms that would have an unreasonably detrimental effect on the fair, equitable and uniform application of this Agreement in the Industry.

(d) An application for exemption shall not be considered if the contents of the application are covered by an arbitration award binding the applicant.

(e) When considering the application the Council will refer the application to the Fund Actuary to scrutinize the application and make a recommendation to the Regional Committee and/or Independent Exemption Appeal Board.

(f) The Fund Actuary shall apply the following criteria:

i. The overall benefits package must be equal or better than the benefits provided for by the Engineering Industries Pension Fund;

ii. The proportion of employer net contribution paid on withdrawal or retirement;

iii. Cover for death and disability;

iv. No waiting period for membership to the fund may be applied;

v. The total contributions must be similar to those required in terms of Clause 1(4) of this agreement and the net allocation toward retirement benefits must be equal or better;

vi. Compare investment in terms of:

a. The benchmark for each fund being compared;

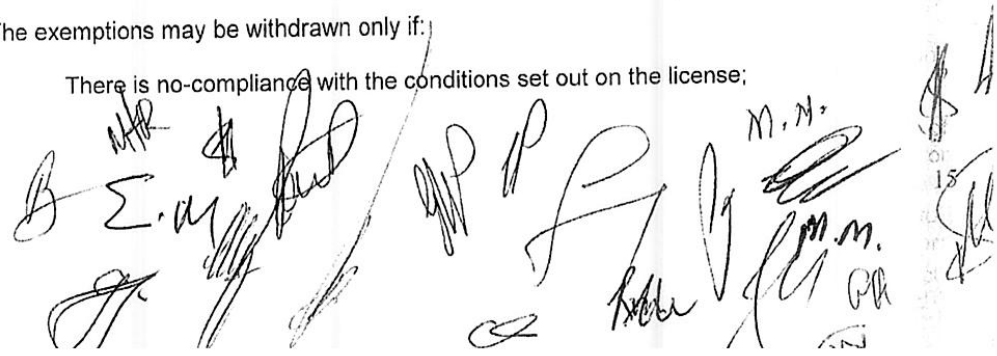
b. The investment managers;

c. The historical returns on investment for 1, 3, 5, and 10 years; and

d. The investment fees charged by the respective investment managers.

(g) The exemptions may be withdrawn only if:

i. There is no-compliance with the conditions set out on the license;



ii. Failure to file confirmation on an annual basis that the benefit package is still on the whole (based on the criteria set out in (2) above) not less favorable than the benefits of the
iii. Engineering Industries Pension Fund.

3. **Process**

(a) The Council shall issue to every person to whom exemption has been granted an exemption licence, setting out the following:

(i) the full name of the person or enterprise concerned;

(ii) the provisions of this Agreement from which the exemption has been granted;

(iii) the conditions subject to which exemption is granted;

(iv) the period of the exemption;

(v) the date from which the exemption shall operate; and

(vi) the area in which the exemption applies.

(b) The Council shall ensure that –

(i) all exemption licences issued are numbered consecutively;

(ii) an original copy of each licence is retained by the Council;

(iii) a copy of the exemption licence is sent to the applicant.

(c) Unless otherwise specified in the licence of exemption, any exemption from this Agreement shall be valid only in the region of the Council in which the application was made.

(d) Written reasons for the refusal to grant an exemption must be provided to the applicant of that exemption.

4. **Appeals**

(a) An independent body, referred to as the Independent Exemptions Appeal Board (the Board), is hereby appointed and shall consider any appeal against an exemption granted or refused by the Council, or a withdrawal of an exemption.

(b) The Council Secretary will on receipt of an appeal against a decision to refuse the granting of an exemption submit it to the Independent Exemptions Appeal Board for consideration and finalisation.

(c) In considering an appeal the Board shall consider the recommendations of the Council, any further submissions by the employer and the workforce or their respective employee



organisations or trade unions and shall be bound to apply the criteria set out in clause 2 above and also any other representations received in relation to the application.

(d) Should the appeal be granted a licence of exemption shall be issued in terms of sub-clause (4)(a) and (b) above.

10. RESOLUTION OF DISPUTES

10.1. Any dispute about the interpretation, application, or enforcement of this Agreement shall be referred to the Council and shall be dealt with in accordance with the provisions contained in the Metal and Engineering Industries Bargaining Council Dispute Resolution Agreement as amended from time to time.

10.2. On termination of employment of a member of the Fund, his employer shall complete the details on Annexure A and hand it to the member.

11. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in some conspicuous place upon his premises, a copy of this Agreement, in legible characters.

12. MEMBERS' BENEFITS

12.1. Members will be entitled to retirement, death, disability, resignation and retrenchment benefits in terms of the Rules of the Fund.

12.2. Enquiries should be directed to the Offices of the Metal and Engineering Industries Benefits Funds Administrator at telephone (011) 870-2000.

ANNEXURE A

PROVIDENT FUND AGREEMENT

(Form to be completed by employer and handed to members of the Engineering Industries Provident Fund on termination of employment)

Member's Rights to Benefits

1. A lump sum benefit on retirement at the age of 65 or later, or on early retirement from the age of 55 up to 65.

2. A permanent disability benefit owing to permanent disability / incapacity in terms of the rules of the Provident Fund and rules of the Permanent Disability Scheme.

3. *Death benefits:* A lump sum benefit as if the member had retired on date of death PLUS a lump sum of three years' salary on -

   (i) Death in service of a contributing member before the age of 65;

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(ii) Death before the age of 65 where death occurs within six weeks of ceasing employment, if ex-member was unemployed for such period and had been a member of the Fund for a consecutive period of not less than two years prior to such unemployment;

(iii) Death before the age of 65 where death occurs within six months of ceasing employment owing to sickness or a works accident, and ex-member was unemployed owing to such sickness or work accident until the date of death.

4. A lump sum benefit on retrenchment / redundancy, before the age of 65, as if the member had retired on date of retrenchment / redundancy. The fund will aim to pay the benefit within six weeks after cessation of service in the industries: Provided that the member has not returned to employment in the industries within that period.

5. A lump sum on ceasing service in the industries for reasons other than in (1) to (4) above. The lump sum is a refund of the member's own contributions, PLUS interest, PLUS a share of the employer's contributions, less costs, according to length of continuous service, and is payable not less than eight weeks after the cessation of service in the industries.

To be completed by the employer:

(i) Name of employee (surname first) .....

(ii) Identity Ref. No:..... Works No:.....

(iii) Period of service (from) ..... to .....

(iv) Reasons for termination of employment:

- Retrenchment
- Redundancy
- Resignation
- Permanent disability / incapacity
- Other

(v) In cases of retrenchment, state name and regional council and date on which notification of retrenchment was given under clause 35 of the Main Agreement:

Regional Council
Date

(vi) The appropriate form for benefits has been handed to the employee.

Date
For and on behalf of the employer



Notes:

(i) Claim forms for the various benefits are available from regional councils or from the offices of the Metal Industries Provident Fund.

(ii) It should be ensured that the employee has been handed his membership card of the fund and any brochures or other information relating to the Fund.

(iii) The employer is required to maintain a permanent record of the permanent address (i.e. home address) of each employee.

REGISTERED EMPLOYERS' ORGANISATIONS PARTY TO THE COUNCIL:

Association of Electric Cable Manufacturers' of South Africa;
SIGNATURE: _____

DATE: 12-05-2021

Association of Metal Service Centres of South Africa;
SIGNATURE: _____

DATE: 11-05-2021

Cape Engineers' and Founders' Association;
SIGNATURE: _____

DATE: _____

Constructional Engineering Association (South Africa);
SIGNATURE: _____

DATE: 04/05/2021

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Consolidated Employer's Organisation;
SIGNATURE:

DATE:

Eastern Cape Engineering and Allied Industries Association (ECEAIA);
SIGNATURE:

DATE:

Electrical Engineering and Allied Industries' Association;
SIGNATURE:

DATE: 2021/05/11

Electrical Manufacturers Association of South Africa;
SIGNATURE:

DATE:

Federated Employers Organisation of South Africa (FEOSA);
SIGNATURE:

DATE: 28/4/21.

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Gate and Fence Association;
SIGNATURE:

DATE: 12/5/2021

Hand Tool Manufacturers' Association (HATMA);
SIGNATURE:

DATE:

Iron and Steel Producers' Association of South Africa;
SIGNATURE:

DATE:

KwaZulu Natal Engineering Industries' Association;
SIGNATURE:

DATE:

Lift Engineering Association of South Africa;

SIGNATURE:

DATE: 11/05/2021

Light Engineering Industries' Association of South Africa;
SIGNATURE:

DATE:

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National Employers' Association of South Africa (NEASA);
SIGNATURE:

DATE: 26/3/2021

Non-Ferrous Metal Industries' Association of South Africa;
SIGNATURE:

DATE: 11/05/2021

Plastics Converters Association of South Africa (PCASA);
SIGNATURE:

DATE: 19/4/2021

Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association;
SIGNATURE:

DATE: 12/05/2021

South African Electro-Plating Industries Association;
SIGNATURE:

DATE: 11/5/2021

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South African Engineers' and Founders' Association;
SIGNATURE:

DATE: 01/04/2021

South African Refrigeration and Air-Conditioning Contractors' Association (SARACCA);
SIGNATURE:

DATE: 11/5/2021

South African Pump Manufacturers' Association;
SIGNATURE:

DATE: 12/05/2021

South African Reinforced Concrete Engineers' Association (SARCEA);
SIGNATURE:

DATE:

South African Valve and Actuator Manufacturers' Association (SAVAMA);
SIGNATURE:

DATE: 11/05/2021

South African United Commercial Employers Organisation;
SIGNATURE:

DATE:

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REGISTERED TRADE UNIONS OR "EMPLOYEE ORGANISATIONS" PARTY TO THE COUNCIL

Metal and Electrical Workers' Union of South Africa (MEWUSA)

SIGNATURE:

DATE: 6/04/2021

Solidarity / Solidariteit

SIGNATURE: Z.H.

DATE: 31/03/2021.

United Association of S.A. (UASA)

SIGNATURE:

DATE: 1/4/2021

National Union of Metalworkers' of South Africa (NUMSA)

SIGNATURE: M.MAQUNGO

DATE: 31/3/2021

S.A. Equity Workers' Association (SAEWA)

SIGNATURE:

DATE: 01-04-2021

M.N. GA.

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DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 2213 **1 July 2022**

LABOUR RELATIONS ACT, 1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE SICK PAY FUND COLLECTIVE AMENDING 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 **Metal and Engineering Industries Bargaining Council,** 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 December 2026.

MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 22/06/2022

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: UKWELULELWA KWESIVUMELWANO PHAKATHI KWABAQASHI NABASEBENZI SESIKHWAMA SABAGULAYO FUTHI ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO

Mina, **THEMBELANI WALTERMADE NXESI,** uNgqongqoshe Wezemisebenzi Nezabasebenzi, lapha ngokwesigaba 32(2) soMthetho Wobudlelwano kwezabaSebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa yi **Metal and Engineering Industries Bargaining Council** futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995, esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyomboni kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 31 kuZibandlela 2026.

MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 22/06/2022

SCHEDULE

SICK PAY FUND AGREEMENT

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1	Scope of Application
2	Period of Operation
3	Definitions
4	Continuation of the Sick Pay Fund
5	Objects
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8	Benefits
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C.W



1

SCHEDULE

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL
SICK PAY FUND COLLECTIVE AGREEMENT

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

Association of Electric Cable Manufacturers' of South Africa;
Association of Metal Service Centres of South Africa;
Cape Engineers' and Founders' Association;
Constructional Engineering Association (South Africa);
Consolidated Employer's Organisation;
Eastern Cape Engineering and Allied Industries Association (ECEAIA);
Electrical Engineering and Allied Industries' Association;
Electrical Manufacturers Association of South Africa;
Federated Employers Organisation of South Africa (FEOSA);
Gate and Fence Association;
Hand Tool Manufacturers' Association (HATMA);
Iron and Steel Producers' Association of South Africa;
KwaZulu Natal Engineering Industries' Association;
Lift Engineering Association of South Africa;
Light Engineering Industries' Association of South Africa;
National Employers' Association of South Africa (NEASA);
Non-Ferrous Metal Industries' Association of South Africa;
Plastics Converters Association of South Africa (PCASA);
Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association;
South African Electro-Plating Industries Association;
South African Engineers' and Founders' Association;
South African Refrigeration and Air-Conditioning Contractors' Association (SARACCA);
South African Pump Manufacturers' Association;
South African Reinforced Concrete Engineers' Association (SARCEA);
South African Valve and Actuator Manufacturers' Association (SAVAMA);
South African United Commercial Employers Organisation;

C.W

REGISTERED TRADE UNION OR "EMPLOYEE ORGANISATION" PARTY TO THE COUNCIL

Metal and Electrical Workers' Union of South Africa (MEWUSA)
Solidariteit/Solidarity;
UASA-The Union;
National Union of Metalworkers' of South Africa (NUMSA);
South African Equity Workers' Association (SAEWA);

C.W



1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed by employees and employers of such employees in the Iron, Steel, Engineering and Metallurgical Industries defined hereunder in the Republic of South Africa-

"Iron, Steel, Engineering and Metallurgical Industries" means

(a) the production of iron and/or steel;

(b) the production of alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues;

(c) the general engineering and manufacturing engineering and metallurgical industries;

(d) the building and/or alteration and/or repair of boats and/or ships, including the scraping, chipping or scaling and/or painting of their hulls, and general woodwork undertaken in connection with ship repairs;

(e) the electrical engineering industry;

(f) the lift and escalator industry;

(g) the plastics industry and

(h) The iron, steel and metallurgical industry as defined in paragraph (a) to (g) above shall include the activities of Temporary Employment Service as defined in the section 198(1) of the Labour Relations Act, 66 of 1995 as amended ("the LRA"), who for reward procure for or provide to a client whose undertaking falls within the registered scope of Metal and Engineering Industries Bargaining Council any persons (employees as defined in section 198(2) of the LRA) to render services or to perform work in such undertaking.

For the purpose hereof-

(a) "General Engineering and Manufacturing Engineering and Metallurgical Industries" means the industries concerned with the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than a precious metal), or parts or components thereof, and structural metal work, including steel reinforcement work, and the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys, and the finishing of metal goods, but does not include the Motor Industry.

"Precious metals" means the precious metals gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals, or any of these in such proportion with any other metals to be the greater part in value of such alloy.

(b) "Electrical Engineering Industry" shall consist of-.

(i) The manufacture and/or assembly from component parts of electrical equipment in the Republic of South Africa, namely generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment, including monitors, and other equipment utilising the principles used in the operation of radio and electronic equipment, the latter equipment to include, but not to be limited to, television, and further, incandescent lamps and electric cables and domestic electrical appliances, and shall also include the manufacture of component parts of the aforementioned equipment;

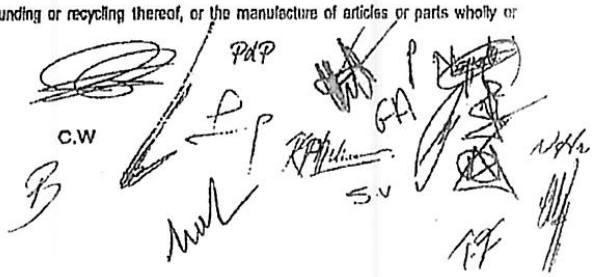
(ii) Subject to clause (ii) hereunder, the installation, maintenance, repair and service of the equipment referred to in paragraph (i) above in the Provinces of the Transvaal and Natal; but does not include the activities of electrical contracting industry;

(iii) The installation, maintenance, repair and service of television sets and monitors within the Republic of South Africa, excluding the installation, maintenance, repair and service in the Province of the Cape of Good Hope, and excluding in respect of the whole of the Republic of South Africa, the installation, maintenance, repair and service of monitors primarily intended for use in accounting and/or data processing and/or business procedures.

(c) "Electrical Contracting Industry" means the design, preparation, (other than manufacture for sale) and erection of electrical installation forming an integral and permanent portion of buildings and the repair and/or maintenance of such installations including any cable jointing and electrical wiring associated therewith;

(d) "Lift and Escalator Industry" means the manufacture and/or assembly and/or installation and/or repair of electrical lifts and escalators;

(e) "Plastics Industry" means the industry concerned with the conversion of thermoplastic and/or thermosetting polymers, including the compounding or recycling thereof, or the manufacture of articles or parts wholly or



mainly made of such polymers into rigid, semi rigid or flexible form, whether blown, moulded, extruded, cast, injected, formed, calendered, coated, compression moulded or rotational moulded, including in-house printing on such plastics by the manufacturers, and all operations incidental to these activities;

(f) "Plastics" means any one of the group of materials which consist of or contains as an essential ingredient an organic substance of a large molecular mass and which, while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application, singly or together, of heat and pressure including the recycling or compounding thereof, but only where such compounding and/or recycling is as a result of the conversion for manufacture by the same employer, but shall exclude all extrusions into mono- and multi-filament fibres and other activities falling under the scope of the National Textile Bargaining Council;

(g) "Machine" means any appliance, irrespective of the material of which it is made, but does not include an agricultural tractor.

(h) "Metal goods" does not include agricultural tractor;

(i) "Motor industry" means-

(aa) Assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with-

(i) chassis and/or bodies of motor vehicles;

(ii) internal combustion engines and transmission components of motor vehicles;

(iii) the electrical equipment connected with motor vehicles, including radios;

(ab) automotive engineering;

(ac) repairing, vulcanising and/or retreading tyres;

(ad) repairing, servicing and reconditioning batteries for motor vehicles;

(ae) the business of parking and/or storing motor vehicles;



(af) the business conducted by filling and/or service stations;

(ag) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or accessories (whether new or used) pertaining thereto whether or not such sale is conducted from premises which are attached to a portion of an establishment wherein is conducted the assembly of or repair of motor vehicles;

(ah) the business of motor graveyards.

(ai) the business of assembly establishments;

(aj) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components;

(ak) vehicle body building;

For the purposes of this definition;

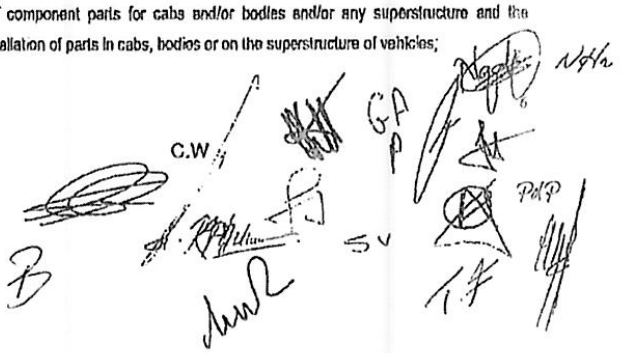
"Automotive engineering" means the reconditioning of internal combustion engines or parts thereof for use in motor vehicles in establishments mainly or exclusively so engaged, whether such establishment is engaged in the dismantling and repair motor vehicles or not;

"Motor vehicle" means any wheeled conveyance propelled by electrical or mechanical power (other than steam) and designed for haulage and/or for the transportation of persons and/or goods and/or loads, including trailers and caravans, but does not include any equipment designed to run on fixed tracks, trailers designed to transport loads of 27 tons or over, or aircraft;

"Vehicle body building" means any or all of the following activities carried on in a Vehicle Body Building establishment-

(i) The construction, repair or renovation of cabs and/or bodies and/or any superstructure, for any type of vehicle;

(ii) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure and the assembling, adjusting and installation of parts in cabs, bodies or on the superstructure of vehicles;



(iii) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;

(iv) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;

(v) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or superstructures;

(vi) building trailers, but not including the manufacture of wheels or axles therefor;

(vii) all operations incidental to or consequent upon the activities referred to in paragraphs (i),(ii), (iii), (iv), (v) and (vi).

For the purposes of this definition, 'vehicle" does not include an aircraft, and "Motor Industry" as defined above shall not include the following-

(i) the manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for and normally producing metal and/or plastic goods of a different character on a substantial scale;

(ii) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar service in respect of motor cars, motor lorries or motor trucks;

(iii) the manufacture and/or maintenance and/or repair of-

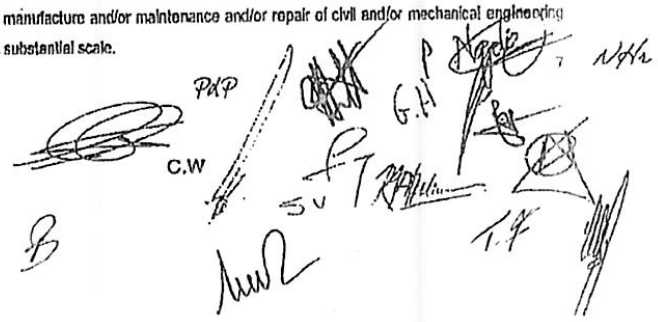
(aa) civil and mechanical engineering equipment and/or parts thereof, whether or not mounted on wheels;

(bb) agricultural equipment or parts thereof; or

(cc) equipment designed for use in factories and/or workshops.

Provided that for the purposes of (aa), (bb) and (cc) above, "equipment" shall not be taken to mean motor cars, motor lorries and/or motor trucks;

(dd) motor vehicle or other vehicle bodies and/or superstructures and/or parts or components thereof made of steel plate of 3,175 mm thickness when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale.



The above mentioned interests shall not include the undertakings, industries, trades or occupations in respect of which Transnet Bargaining Council has been registered on 2 October 1991. The latter Council has been registered in respect of the undertakings, industries, trades or occupations of Transnet Limited known as Spoornet, South African Airways, Autonet, Portnet, Transtel, Transwerk, Promat, Protekon or any other business, undertakings, industry, trade, occupation, unit, department or section of Transnet Limited in the Republic of South Africa as these undertakings, industries, trades or occupations were constituted on 2 October 1991.

2. PERIOD OF OPERATION OF AGREEMENT

2.1 This Agreement shall apply to parties to the agreement from 1 January 2022 or from date of signature, whichever is the latest, until 31 December 2026;

2.2 This Agreement shall bind non-parties in terms of section 32 of the LRA as determined by the Minister of Employment and Labour.

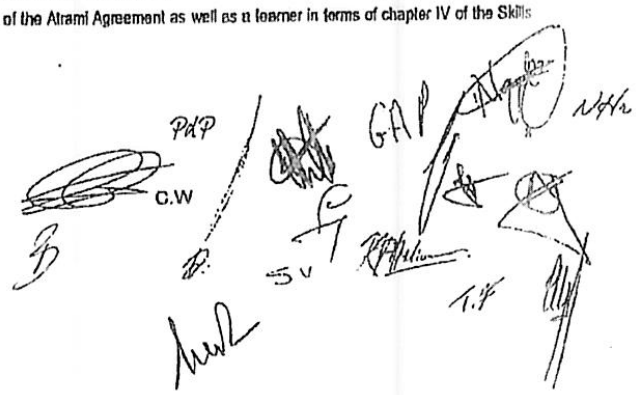
3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, No.66 of 1995, shall have the same meaning as in that Act and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context-

'Act' means the Labour Relations Act, No.66 of 1995 as amended from time to time;

'Agreement/s' or 'collective Agreement/s' means any wage agreement operative in the industries, including any such agreements and/or any extensions and/or amendments thereof and shall further include any agreement if such agreement has expired but was operative at the date of coming into operation of this Agreement or became operative after the date of coming into operation of this Agreement;

"Apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered with the employer under the Manpower Training Act, 1981 and includes a minor employed on probation in terms of the Act or a trainee in terms of the Atrami Agreement as well as a learner in terms of chapter IV of the Skills Development Act, No.97 of 1998;



"Compassionate leave" means leave granted to an employee at full pay, in the event of the death of the employee's spouse or life partner, or the employee's parent, adoptive parent, grand parent, child, adopted child, grand child, sibling and/or parent-in-law.

'Council' means the Metal and Engineering Industries Bargaining Council registered in terms of section 29 of the Act;

'Employees' means scheduled employees and/or apprentices employed under conditions of employment determined by the Council or employees employed under exemption from these conditions.

'Employer' means an employer as defined in the Labour Relations Act who is required to observe this Agreement;

'Establishment' means any workplace wherein or whereon the industry, or part thereof, as herein defined, is carried on;

"Interest" means a fee and/or charge payable when payment of an amount provided for in this agreement was not made on or before the 7th of each month.

'Trustees' means persons appointed in terms of this agreement;

'Law' shall include common law;

'Leave of absence for medical examinations for prostate cancer and pap smears' means every employee shall be entitled to one working day per year, at full pay, for this purpose.

'Management Committee' means the committee appointed in terms of the Council's Constitution.

"Regional Council" means any committee appointed in terms of the Council Constitution;

"Weekly wage" shall mean-

(a) The normal weekly wage of an employee assuming a full week is worked, but excluding allowances and payment for overtime; or

(b) For monthly paid employees, the monthly remuneration, excluding allowances and payment of overtime, divided by four and one-third.

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4. CONTINUATION OF SICK PAY FUND

(1) The Metal and Engineering Industries Bargaining Council Sick Pay Fund referred to as the 'Sick Pay Fund', is hereby continued

(2) The Sick Pay Fund shall consist of-

(a) All monies and assets standing to the credit of the Fund as at the date of coming into operation of this Agreement;

(b) All contributions paid by employers and members in accordance with clause 7 of this Agreement;

(c) All interest derived from the investment of any monies of the Fund; and

(d) Any other monies to which the Fund may become entitled.

5. OBJECTIVES

The objective of the Fund shall be to provide benefits as prescribed in clause 8 of this Agreement.

6. MEMBERSHIP

(1) Membership of the Fund shall be compulsory for all employees employed on any of the classes of work scheduled in any Agreement in the Industries, including apprentices and employees employed in operative processes.

(2) An employer may, in respect of his employees whose wages are not specified in any Agreement operative in the Industries, whether paid weekly or monthly, by mutual agreement make application to the Fund to accept contributions from himself and those employees (or any of them) in accordance with the provisions of Clause 7. The provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and the employees concerned and be observed by them in terms of clause 1.



7. CONTRIBUTIONS

(1) Contributions shall be made by employers and employees falling within the provisions of this Agreement as specified hereunder.

(2) Contributions to the Fund shall each week be deducted by the employer from the wages of an employee, including weeks (or any part thereof) in which an employee is on paid leave or on paid sick leave at the rate of 0,09% of the weekly wage of an employee, in respect of each employee who has been admitted as a member of the Fund under the provisions of clause 6.

(3) To the amounts deducted in terms of subsection (2), the employer shall add an equal amount and forward the total sum for each month to the Council, together with a statement in such form as may from time to time be prescribed.

Notwithstanding the provisions of this clause, failure on the part of the employer to make the deductions of employees' contributions which he is required to make shall not absolve the employer from having to submit the total amount of the employees' contributions and his own contribution to the Council.

The amount paid by the employer shall be appropriated as follows:

(i) The amount shall be used for the provision of the benefits provided by the Fund.

(ii) An balance shall, in the sole discretion of the Trustees, be allocated by it from time to time towards the expenses incurred in connection with the administration of the Fund; and

(4) Every employer shall forward the total amount payable each month in terms of this Agreement to reach the Council at its Central Funds Collection Office Second Floor, Metal Industries House, 42 Anderson Street, Johannesburg, 2001 by no later than close of business on the 7th day of the subsequent month. The employer uses the postal service, a courier service or any other means of delivery or transfer at his own risk. The relevant postal address is P O Box 61474, Marshalltown, 2107. A facility for direct bank-to-bank transfer of funds is also available into the Fund Bank Account. Enquiries may be directed to the Financial Manager, at the above address or telephone (011) 870-2000"



(5)(a) If any amount that falls due in terms of this clause is not received in full by the Council by the 7th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions:

(i) The interest payable shall accrue on the balance of the amount outstanding from time to time from the 7th day until the full amount is received by the Council.

(ii) The interest shall accrue at the same effective rate as the applicable maximum annual finance charge rate as if the amount outstanding were a 'credit transaction' for the purposes of the Act. For purposes of calculating the interest, the provisions of section 1 of the Act read with Regulation 42 of the Act shall *mutatis mutandis* apply.

(iii) The Council shall, in its absolute discretion, be entitled to waive payment by the employer of any interest that accrues in terms of this sub-clause.

(iv) In addition to the above, all the other provisions of the Act that are relevant for the purpose of calculating any interest payable by the employer in terms of this sub-clause shall *mutatis mutandis* apply for these purposes.

(b) For the purposes of this sub-clause "the Act" means the National Credit Act, 34 of 2005

(6) In the event of the Council incurring any costs or becoming obliged to pay any collective commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to forthwith pay all such costs of whatever nature as between attorney and client and all such collection commission.

8. BENEFITS

(1) *Sick-pay benefits*

(a) Subject to the terms, conditions, provisions and requirements of this Agreement, a member shall be entitled to sick-pay benefits for each completed day of absence from work through illness or injury, other than injury on duty, that exceeds the member's qualification for paid sick-leave from his employer under clause 34 of the Main Agreement or under the sick-leave provisions of any other Agreement.

(b) Sick-pay benefits shall be payable at the rate of 50 per cent of the weekly wage of the member for each completed week of absence in accordance with paragraph (a): Provided that, where the absence does not comprise a complete week, sick-pay benefits shall be calculated *pro rata* for each completed day of absence, depending on whether a five-day week or a six-day week is worked.

(2) Compassionate leave

(a) Subject to the provisions of sub-clause 6(a), an employee shall be entitled to a maximum of three working days leave for compassionate reasons per year for which he or she shall receive full payment at his or her normal wage rate for a normal working day: Provided that where an employee has worked for part of his ordinary shift on the date on which compassionate leave is taken, the benefit payable for that day shall be reduced pro-rata.

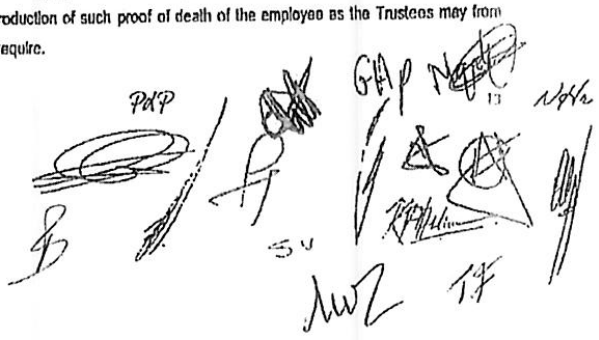
(b) An employee's unused entitlement to leave in terms of this section accrues to a maximum of nine days paid leave over a three-year period of employment. Thus accrued leave may be used in the event of the death of any of the persons detailed in the definition of "compassionate leave" in clause 3 above.

(3) Special benefits-injury on duty

(a) Subject to the provisions of sub-clause (6)(a), where an employee is absent from work owing to disablement falling within the provisions of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993), a special sick-pay benefit up to a maximum of three working days for each period of such absence (calculated on the ordinary hours of the shift of the establishment concerned, excluding overtime) shall be payable to the employee at the actual hourly rate of pay which the employee was receiving at the time of the disablement: Provided that where an employee worked for part of his or her ordinary shift on the date on which the disablement commenced, the special sick pay benefit payable for the day shall be reduced *pro rata*.

(4) Funeral benefit

(a) Subject to the provisions of sub-clause (6)(a), on the death of a member, a funeral benefit of R5000 shall be payable to the surviving spouse or to such person as the Trustees may consider entitled to receive the benefit, on production of such proof of death of the employee as the Trustees may from time to time prescribe or require.



(5) Leave of absence for medical examinations for prostate cancer and pap smears

(a) Subject to the provisions of sub-clause 6(a) an employee shall be entitled to leave of absence of one working day per year, at full pay for purposes of medical examinations for prostate cancer and pap smears provided that where an employee has worked for part of his ordinary shift on the day on which leave of absence is taken, the benefit payable for that day shall be reduced pro-rata.

(6) Benefits – pregnancy / confinement / stillborn confinement / adoption of children under two years of age

(a) Notwithstanding the provisions of sub-clause 6(a) and subject to sub-clause 6(b), benefits shall be payable to members in respect of absences from work owing to pregnancy, or confinement or adoption of children under two years of age as follows:

A. In respect of members with one year or more continuous service with the same employer

(a) Pregnancy benefits
Benefits shall be payable for each completed week of absence up to a maximum of 26 weeks for any one pregnancy at the actual wage rate of the member immediately prior to such absence.

(b) Stillborn benefits
Benefits shall be payable for each completed week of absence up to a maximum of 12 weeks for any one stillborn confinement at the actual wage rate of the member immediately prior to such absence.

(c) Benefits: Adoption of children under two years of age
Benefits shall be payable for each completed week of absence up to a maximum of 26 weeks for any one legal adoption of a child under the age of two years at the actual wage rate of the member immediately prior to absence from work owing to adoption.

B. In respect of members with less than one year's continuous service with the same employer

The Fund shall also pay an additional amount when the member proceeds on maternity or adoption leave, which is the equivalent of the pro-rata leave pay and leave enhancement pay which the employee would have received had she not been absent on maternity or adoption leave.

(a) Pregnancy benefits



Benefits shall be payable for each completed week of absence up to a maximum of 18 weeks for any one pregnancy at the actual wage rate of the member immediately prior to such absence.

(b) Stillborn benefits

Benefits shall be payable for each completed week of absence up to a maximum of 8 weeks for any one stillborn confinement at the actual wage rate of the member immediately prior to such absence.

(c) Benefits: Adoption of children under two years of age

Benefits shall be payable for each completed week of absence up to a maximum of 18 weeks for any one legal adoption of a child under the age of two years at the actual wage rate of the member immediately prior to absence from work owing to adoption.

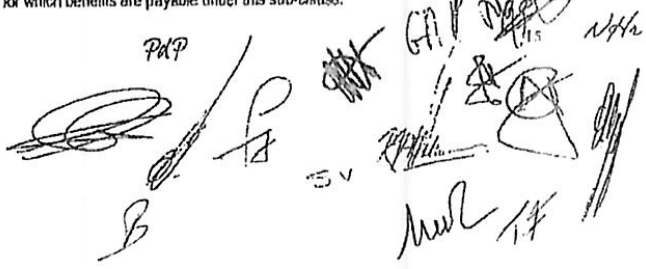
Payment of the benefits set out above is subject to the following conditions:

(i) The Fund shall also pay an additional amount when the member proceeds on maternity or adoption leave, which is the equivalent of the pro-rata leave pay and leave enhancement pay which the employee would have received had she not been absent on maternity or adoption leave.

(ii) Where absence from work owing to pregnancy or adoption is less than 26 weeks or 18 weeks, as the case may be, or in the case of a stillborn confinement less than 12 weeks or 8 weeks as the case may be, or where a member whose employment has been suspended owing to pregnancy or adoption recommences employment within 26 weeks or 18 weeks or where a member whose employment has been suspended due to a stillborn confinement recommences employment within 12 weeks or 8 weeks, benefits shall be payable for such lesser period that the member has not worked during such pregnancy.

(iii) Benefits for days of absence not comprising a complete week shall be calculated pro rata for each completed day of absence, depending on whether a five-day week or a six-day week was being worked immediately prior to the absence.

(iv) Benefits under this sub-clause shall be payable for a maximum of three pregnancies (which shall include any stillbirths or adoptions) per member: provided that the member shall have not less than one year's continuous membership of the Fund between pregnancies or adoptions for which benefits are payable under this sub-clause.



(v) Applications for benefits shall be supported by such documentary evidence as may be required by the Trustees from time to time.

(vi) Members qualifying for benefits under this sub-clause shall be entitled to an advance payment as set out hereunder after completion of the first week of absence. Benefits shall accrue on a weekly basis for absence owing to pregnancy / confinement or adoption after expiry of such period:

(a) Four weeks in respect of pregnancy or adoption in respect of members with more than one year's service with the same employer.

(b) Two weeks in respect of pregnancy or adoption in respect of members with less than one year's service with the same employer"

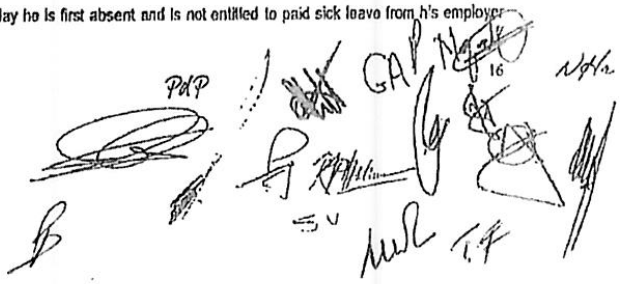
(7) Qualifications, limitations and exclusions

No benefits shall be payable-

(a) Until 13 consecutive weeks' contributions have been made to the Fund: Provided that contributions terminated by a period of unemployment of up to two months or a change of employer within the industry, where the break in contributions does not exceed two months and the employee was actually unemployed during such period, shall be regarded as being consecutive with the contributions made following such unemployment or change of employer: Provided further that employees leaving the industry and subsequently returning to the industry shall be eligible for benefits only after 13 consecutive weekly contributions have been made to the Fund;

(b) In respect of continuous periods of absence exceeding 30 weeks until such time as the employee shall have completed a further 26 weeks of employment, and for purposes of this section, absences separated from each other by less than 26 weeks shall be deemed to be continuous;

(c) In respect of paid public holidays specified in the Agreement for the industry, or in respect of any part of the paid holiday period for which an employee receives holiday pay, and where an employee works part of the shift on the day he is first absent and is not entitled to paid sick leave from h's employer



under clause 34 of the Main Agreement or under sick-leave provisions of any other Agreement, such day shall count as a day of absence due to illness, for purposes of benefits payable by the Fund;

(d) To employees who become unemployed during the period they are entitled to receive unemployment benefits falling within the scope of the Unemployment Insurance Act 1966;

(e) For any illness, disablement or death falling within the provisions of the Compensation for Occupational Injuries and Diseases Act, No.130 of 1993, except as provided for under sub-clause (3);

(f) In respect of absence from work due to pregnancy (including stillbirths), confinement or the legal adoption of a child under the age of two years, except as provided for under sub-clause (5).

(g) In respect of absences from work directly or indirectly caused by, or resulting from-

(i) alcoholism or the use of narcotics;

(ii) engaging in hunting, racing on wheels or motor-cycle rallying, including breakfast runs and motor-cross;

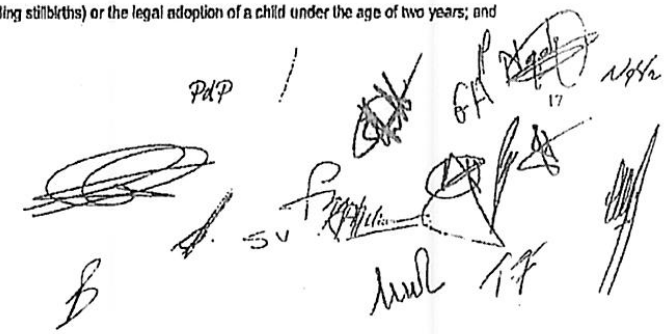
(iii) the performance of any unlawful act, service in the armed forces, flight or attempted flight in any aircraft, except as a fare-paying passenger on a regular scheduled airline;

(v) death or injury inflicted by any military or usurper power, whether or not there has been a declaration of war, or due to riots or civil commotion.

(h) Notwithstanding the provisions of sub-clause (6)(a), a member-

(a) Who is unable to continue working owing to pregnancy (including stillbirths) or the legal adoption of a child under the age of two years; and

(b) Who has been in the employ of the same employer and a member of the Fund for a period of not less than two years immediately prior to suspension of employment due to pregnancy (including stillbirths) or the legal adoption of a child under the age of two years; and



(c) For the purpose of the above, the employer, when notifying of the suspension of service on the contribution return forms submitted in terms of clause 7(3), shall record thereon that such suspension was due to pregnancy (including stillbirths) or the legal adoption of a child under two years of age.

(i) Notwithstanding anything contained in this clause the Trustees shall have discretionary powers to grant additional assistance to employees in cases of hardship arising from illness and may grant special relief to employees by means of pecuniary grants, loans or otherwise on such conditions as it may from time to time determine.

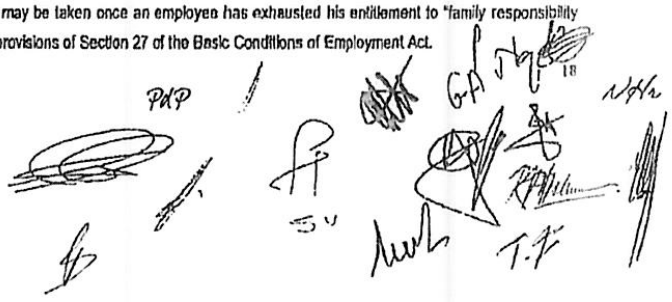
9. PROVISION FOR PAYMENT OF THE BENEFITS BY EMPLOYER

(1) An employer may, with the prior permission of the Trustees and on such conditions as the Trustees may determine, make payment direct to an employee in lieu of benefits to which such employee is entitled in terms of this Agreement and/or to make payment in lieu of the funeral benefit in terms of this Fund direct to the surviving spouse or to such other person as may be entitled to receive such benefits as provided for under clause 8 hereof. Where any such payment(s) has/have been made by an employer in terms of this section, the Fund shall reimburse the employer with the amount(s) so paid on production of evidence to the Fund by an employer of such payment and shall set off such amount(s) reimbursed against the amount of the relevant benefit payable in terms of this Agreement: Provided that the amount(s) reimbursed to an employer under this section shall not exceed the entitlement of the employee to benefits for the period of absence concerned and/or the entitlement to funeral benefits, as the case may be, in terms of this Agreement.

10. CLAIMS

(1) Claims for sick-pay benefits and/or special sick-pay benefits and/or funeral benefits and/or maternity benefits and/or adoption benefits and/or compassionate leave from the Fund shall be lodged with the Fund on the forms prescribed by the Trustees of the Fund from time to time, and shall be accompanied by a detailed medical certificate or adoption certificate, as the case may be, in the form prescribed. The cost of the medical certificate or adoption certificate shall be borne by the employee concerned: Provided, however, that the Trustees may require an independent medical examination, the cost of which shall be a charge upon the Fund.

(2) The Trustees of the Fund may request reasonable proof in respect of a request for compassionate leave. Compassionate leave may be taken once an employee has exhausted his entitlement to "family responsibility leave" in terms of the provisions of Section 27 of the Basic Conditions of Employment Act.



(3) No claims shall be recognised by the Fund if not submitted within 30 days after the first absence from employment on account of illness and if the employee has failed to act upon proper medical advice; nor shall payment be made for any prior period of more than three days before the employee first consulted his medical practitioner.

(4) No claims shall be recognised by the Fund in respect of adoption benefits if not submitted within 52 weeks from the date of adoption concerned and unless the member concerned was in employment as a member, or was otherwise in employment, for at least 18 weeks during the period of 52 weeks immediately preceding the date of adoption.

(5) It shall be sufficient payment of any claim if a cheque is dispatched by prepaid post to the address given in the claim form prescribed by the Trustees. And if any cheque so sent is not paid within 18 months of the date of issue, the claim shall be forfeited for the benefit of the Fund: Provided that the Trustees shall have discretionary powers to make *an ex gratia* payment in respect of any claim forfeited in terms of this section.

11. ADMINISTRATION

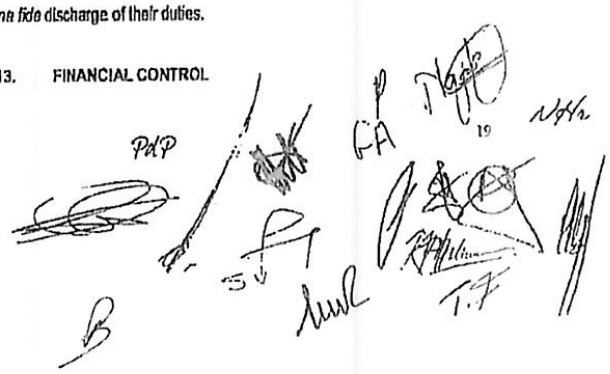
(1) Control and administration of the Fund shall vest in the Trustees appointed by the Council. The Trustees of the Fund which shall consist of one member nominated by each trade union which is a party to this Agreement and an equal number of employer members nominated by the employers' organisations jointly. Alternates may be appointed by the Council if deemed necessary by the Trustees. Should the Trustees of the Fund be unable to perform its duties for any reason whatsoever the Management Committee of the Council shall perform these duties and exercise its functions and powers.

(2) The Trustees of the Fund shall have the right to appoint administrators for the Sick Pay Fund.

12. INDEMNITY

(1) The members of the Trustees of the fund 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.

13. FINANCIAL CONTROL



(1) The Trustees of the Fund shall cause full and true accounts of the Fund to be kept.

(2) Benefits shall be suspended whenever the amount standing to the credit of the Fund falls below R2 million and payment shall not recommence until the amount standing to the credit of the Fund has reached the sum of R3 million: Provided that upon payment or benefits being resumed, claims made during such period of suspension shall be met from the Fund in the order in which they were received.

(3) All monies paid to the Fund shall be deposited in a banking account to be opened at a bank and/or institution approved by the Trustees of the Fund.

(4) All payments from the Fund shall be by cheque drawn on the Fund's account and such cheques shall be signed by two persons duly authorised thereto by the Trustees of the Fund.

(5) All moneys regarded by the Trustees of the Fund as being surplus to the Fund's immediate requirements may be invested only in –

(a) Savings accounts, permanent shares or fixed deposits in any registered bank or financial institution;

(b) Internal registered stock as contemplated in section 21 of the Exchequer Act, 1975 (Act No.66 of 1975);

(c) A registered unit trust; or

(d) Any other manner approved by the Registrar of Labour Relations.

(6) All expenses incurred in connection with the administration of the Fund shall form a charge upon the Fund.

(7) The Trustees of the Fund shall furnish the Management Committee of the Council with quarterly reports giving a general review of the operation of the Fund and on the income and expenditure for the period to which the report relates.

(8) An auditor or auditors shall be appointed by the Trustees. Such auditor(s) shall be registered in terms of the Public Accountants' and Auditors' Act, 1951 (Act No.51 of 1951).

(9) As soon as possible after 31 December in each year the Trustees of the Fund shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended 31 December and a statement showing the Fund's assets and liabilities which shall be certified by the auditor and submitted together with any report by the auditor thereon to the Trustees for transmission to the Council.

(10) The certified accounts and statements and any report made by the auditor thereon shall be open for inspection at the head office of the Council. The certified accounts and statement countersigned by the President of the Council, together with any report by the auditor shall be transmitted to the Registrar of Labour Relations within six months of the close of the period covered thereby.

14. LIQUIDATION AND WINDING UP

(1) Upon expiry of the Agreement by effluxion of time or any other reason and unless within two years it is renewed or replaced by another agreement perpetuating the Fund, or if the Fund, is not transferred by the Council to any other Fund constituted for the same purpose in accordance with the provisions of clause 17, trustees shall be appointed to continue payments from the Fund as provided for as if the Agreement was still in existence, that is to say, to pay out claims for benefits in terms of the expired Agreement, any creditors, administration costs and liquidation expenses until such time as the moneys standing to the credit of the Fund are exhausted. Such Trustees shall be appointed by the Management Committee of the Council and if the Committee should be unable or unwilling to appoint the said trustees, the Registrar of Labour Relations may appoint trustees to deal with the Fund in the aforesaid manner.

(2) If circumstances arise at any time which in the opinion of the Trustees render the winding up of the Fund desirable or necessary, the Trustees shall, with the separate approval of a simple majority of the employers' organisations and a simple majority of the trade unions be empowered to wind up the Fund, in which event the excess of assets over liabilities of the Fund shall be dealt with in such manner as the Trustees, with the separate approval of a simple majority of the employers' organisations and a simple majority of the trade unions, may determine.

15. AGENTS

(1) The Council shall appoint one or more persons as agents in terms of section 33(1) of the Act to promote, monitor and enforce the terms of this Agreement.



(2) A person appointed in terms of sub-clause (1) above shall thereafter be referred to as a designated agent and shall have the powers set out in section 33A and in Schedule 10 of the Act.

(3) Enforcement of this agreement by a designated agent shall be in accordance with Clause 21 of this agreement.

16. EXHIBITION OF AGREEMENT

(1) Every employer shall affix and keep affixed in or at the place where his employees are working, a legible copy of this Agreement.

17. EXPIRY OF THE AGREEMENT

(1) Should this Agreement expire by effluxion of time or for any other reason, the Fund shall continue to be administered by the Trustees last in office until it be either dealt with in terms of clause 14 or is transferred by the Council to any other Fund constituted for the same purpose as that for which this Fund was created.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 59 of the Act during any period within which this Agreement is binding, the Trustees shall continue to administer the Fund and the members of such Committee at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose: Provided, however, that any vacancies occurring on such Committee may be filled by the Registrar of Labour Relations from employers or employees in the Iron Steel Engineering and Metallurgical Industries to ensure an equality of employer and employee representatives and alternates in the membership of the Committee.

(3) In the event of the Trustees being unable to unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar of Labour Relations, he may appoint a trustee or trustees to carry out the duties of such Committee and who shall possess all the powers of such Committee for the purpose.

18. TRANSFERABILITY OF BENEFITS

(1) Subject to the provisions set out in Clause 9 of this agreement, the benefits provided for by the Fund shall not be transferable and any employee who attempts to assign, transfer or otherwise cede or pledge or hypothecate his right shall have all benefits from the Fund immediately suspended for a period of three months.

19. POWERS AND DUTIES OF THE TRUSTEES

(1) Subject to the general direction of the Management Committee of the Council and the terms of this Agreement, the Trustees shall have full control of the affairs of the Fund and in particular may-

(a) Engage employees to assist in the administration of the Fund, fix their remuneration and define their duties;

(b) Refuse any or all benefits to an employee who has acted in a manner calculated or reasonably likely to injure the interest of the Fund: Provided that such employee shall be permitted to appear before the Management Committee to state his case;

(c) Sanction expenditure from the Fund;

(d) Take steps to enforce payment of contributions or any sums due to the Fund;

(e) Where an employee has in its opinion drawn excessive benefits, cause an enquiry to be instituted and withhold such further benefits for such periods as it may determine.

20. EXEMPTIONS

(1) Any person bound by this Agreement may apply for exemption.

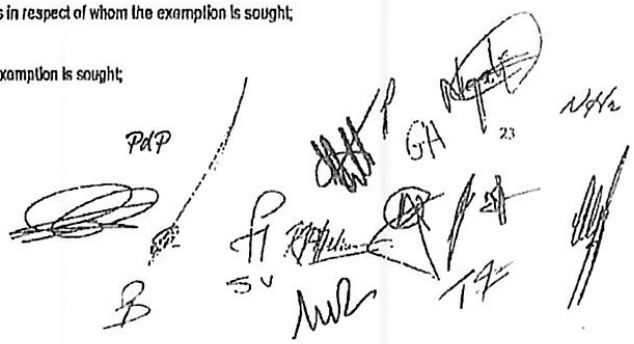
(2) The Bargaining Council has the authority to consider applications for exemptions and/or licenses issued for exemptions.

(3) All applications for exemption shall be made in writing on the appropriate application form, obtained from the Bargaining Council, setting out relevant information, including:

(a) The provisions of the agreement in respect of which exemption is sought;

(b) The number of persons in respect of whom the exemption is sought;

(c) The reasons why the exemption is sought;



(d) The nature and size of the business in respect of which the exemption is sought;

(e) The duration and timeframe for which the exemption sought;

(f) The business strategy and plan of the applicant seeking the exemption;

(g) The recorded views expressed by the trade union or workforce itself during the plant level consultation process and where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application.

(h) Any other relevant supporting data and financial information the Council may prescribe from time to time.

(4) An exemption application in respect of a term or provision in a Collective Agreement:

(a) Concluded in the Council that applies throughout the industry must be considered by an exemptions body appointed by the Council.

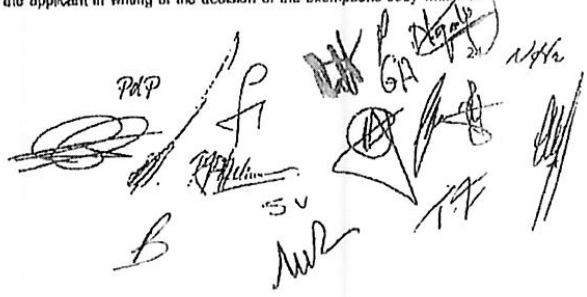
(5) The Bargaining Council shall decide on an application for exemption within 30 days of receipt.

(6) Upon receipt of an application by the Bargaining Council, it shall immediately refer the application to the exemptions committee which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.

(7) The regional office may, if an application is found to be incomplete, request additional information from an applicant applying for exemption, the applicant will be afforded 30 days to provide the required information failing which the application will be deemed to be rejected.

(8) In scrutinising an application, the exemption committee or the Independent Exemptions Appeal Board (IEAB) will consider the details of the application, the views expressed by the trade union or workforce, affected employers, any other representations received in relation to the application, and the factors and criteria as listed in sub-clause 12 below.

(9) The General Secretary must advise the applicant in writing of the decision of the exemptions body within 15 days from the date of the decision.



(10) In the event of the exemptions committee granting, partially granting (recommending) or refusing to grant an application, the applicant shall be informed for the reasons for the decision and have the right to appeal in writing on the appropriate appeal application form against the decision to the IEAB, within 14 days from the date of being informed of the outcome. Such an appeal must be filed with the Convenor of the IEAB on the following address:

Attention: The Convenor
Metal and Engineering Industries Bargaining Council
1st Floor Metal Industries House
42 Anderson Street
Johannesburg
Gauteng, 0001
Fax: (086) 636 8690
Tel: (011) 639 8033
Email: [illegible]

(11) The IEAB shall hear and decide and inform the applicant and the *Bargaining Council* as soon as possible but not later than 30 days after the appeal has been lodged against the decision of the exemption committee.

(12) When considering an application or appeal, the exemption committee or IEAB whichever the case may be must consider, in addition to sub-clause 6, the following:

(a) Whether the granting of the exemption or appeal will prejudice the objectives of this agreement;

(b) The duration of an exemption granted on financial grounds, supported by a report from an independent auditor appointed by the Council, shall be limited to 12 months; and

(c) The duration of an exemption granted where better benefits exist shall remain in place provided that the replacement benefit remains more favourable.

(13) In the event of the IEAB granting, partially granting (recommending) or refusing to grant the appeal, the applicant shall be informed in writing within 14 days from the date of the decision.

(14) The decision of the IEAB is final and binding upon the applicant and the Bargaining Council.

(15) If an exemption or appeal is granted or partially granted (recommended), the exemption committee or the IEAB, shall issue a license for exemption, signed by the General Secretary, containing the following particulars:

(a) The full name of the applicant(s) or enterprise concern;

(b) The trade name;

(c) The provisions of the Agreement from which exemption or appeal has been granted;

(d) The period for which the exemption or appeal shall operate;

(e) The date of issue and from which day the exemption or appeal shall operate;

(f) The condition(s) of the exemption or appeal granted; and

(g) The area in which the exemption or appeal applies.

(16) An employer to whom a license has been issued shall at all times have the license available for inspection at the workplace.

(17) The General Secretary must maintain a register of all exemption licenses.

21. RESOLUTION OF DISPUTES

(1) Any dispute about the interpretation, application, or enforcement of this Agreement shall be referred to the Council and shall be dealt with in accordance with the provisions contained in the Metal and Engineering Industries Bargaining Council Dispute Resolution Agreement and as amended and published in the government gazette from time to time.

REGISTERED EMPLOYERS' ORGANISATIONS PARTY TO THE COUNCIL:

Association of Electric Cable Manufacturers' of South Africa;

SIGNATURE: _____

DATE: 28-6-2022

Association of Metal Service Centres of South Africa;

27

SIGNATURE:

DATE:

Cape Engineers' and Founders' Association;

SIGNATURE:

DATE: 24 June 2021

Constructional Engineering Association (South Africa);

SIGNATURE: C. Gameiro

DATE: 21/06/2021

Consolidated Employer's Organisation;

SIGNATURE:

DATE:

Eastern Cape Engineering and Allied Industries Association (ECEAIA);

SIGNATURE:

DATE: 25-06-2021

Electrical Engineering and Allied Industries' Association;

SIGNATURE:

DATE: 2021-06-21

Electrical Manufacturers Association of South Africa;

SIGNATURE:

PWP

27

28

DATE: 21/06/2021

Federated Employers Organisation of South Africa (FEOSA);

SIGNATURE:

DATE:

Gate and Fence Association;

SIGNATURE:

DATE: 28/6/2021

Hand Tool Manufacturers' Association (HATMA);

SIGNATURE:

DATE: 23.6.2021

Iron and Steel Producers' Association of South Africa;

SIGNATURE:

DATE: 28-06-2021

KwaZulu Natal Engineering Industries' Association;

SIGNATURE:

DATE: 25/06/2021

Lift Engineering Association of South Africa;

SIGNATURE:

DATE: 24.06.2021

Light Engineering Industries' Association of South Africa;

29

SIGNATURE: Elias Monareng

DATE: 24/06/2021

National Employers' Association of South Africa (NEASA);

SIGNATURE:

DATE: 31/5/2021

Non-Ferrous Metal Industries' Association of South Africa;

SIGNATURE:

DATE: 22.06.2021

Plastics Converters Association of South Africa (PCASA);

SIGNATURE:

DATE: 16/6/2021

Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association;

SIGNATURE:

DATE: 24/06/21

South African Electro-Plating Industries Association;

SIGNATURE:

DATE: 23/6/2021

South African Engineers' and Founders' Association;

SIGNATURE:

30

DATE: 10/06/2021

South African Refrigeration and Air-Conditioning Contractors' Association (SARACCA);

SIGNATURE:

DATE: 22/6/2021

South African Pump Manufacturers' Association;

SIGNATURE: mohanlal

DATE: 22/06/2021

South African Reinforced Concrete Engineers' Association (SARCEA);

SIGNATURE:

DATE:

South African Valve and Actuator Manufacturers' Association (SAVAMA);

SIGNATURE: Pam du Plessis

DATE:

Digitally signed by Pam du Plessis
DN: cn=Pam du Plessis, o=Invincible Valves, ou=Managing Director, email=pamdp@invalve.co.za, c=ZA
Date: 2021.06.21 18:15:53 +02'00'

South African United Commercial Employers Organisation;
SIGNATURE:

DATE:

REGISTERED TRADE UNIONS OR "EMPLOYEE ORGANISATIONS" PARTY TO THE COUNCIL

Metal and Electrical Workers' Union of South Africa (MEWUSA)
SIGNATURE:

30

31

DATE: 17/06/2021

Solidarity / Sol[illegible]

SIGNATURE: FH VAN HEERDEN

DATE: 09/06/2021

United Association of S/A. (UASA)

SIGNATURE: R. Calder

DATE: 14/06/2021

National Union of Metalworkers' of South Africa (NUMSA)

SIGNATURE:

DATE: 09/06/2021

S.A. Equity Workers' Association (SAEWA)

SIGNATURE:

DATE: 09-06-2021

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 2214 **1 July 2022**

LABOUR RELATIONS ACT, 1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE CONSOLIDATED PENSION FUND COLLECTIVE AMENDING 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 **Metal and Engineering Industries Bargaining Council**, 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 30 April 2026.

MR TW NXESI MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 10/06/2022

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: UKWELULELWA KWESIVUMELWANO PHAKATHI KWABAQASHI NABASEBENZI ESIHLANGANISAYO NESICHIBIYELAYO SESIKHWAMA SOMHLALAPHANSI SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nezabasebenzi, lapha ngokwesigaba 32(2) soMthetho Wobudlelwano kwezabaSebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa yi **Metal and Engineering Industries Bargaining Council** futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995, esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyomboni kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 30 kuMbasa 2026.

MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 10/06/2022

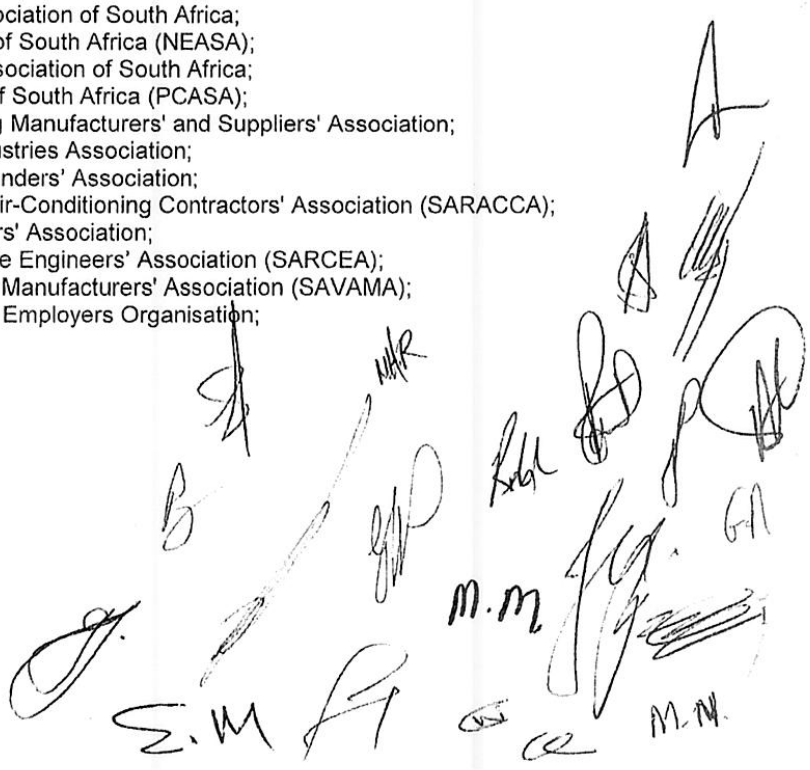
SCHEDULE

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

CONSOLIDATED PENSION FUND COLLECTIVE AGREEMENT FOR THE METAL INDUSTRIES

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

Association of Electric Cable Manufacturers' of South Africa;
Association of Metal Service Centres of South Africa;
Cape Engineers' and Founders' Association;
Constructional Engineering Association (South Africa);
Consolidated Employer's Organisation;
Eastern Cape Engineering and Allied Industries Association (ECEAIA);
Electrical Engineering and Allied Industries' Association;
Electrical Manufacturers Association of South Africa;
Federated Employers Organisation of South Africa (FEOSA);
Gate and Fence Association;
Hand Tool Manufacturers' Association (HATMA);
Iron and Steel Producers' Association of South Africa;
KwaZulu Natal Engineering Industries' Association;
Lift Engineering Association of South Africa;
Light Engineering Industries' Association of South Africa;
National Employers' Association of South Africa (NEASA);
Non-Ferrous Metal Industries' Association of South Africa;
Plastics Converters Association of South Africa (PCASA);
Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association;
South African Electro-Plating Industries Association;
South African Engineers' and Founders' Association;
South African Refrigeration and Air-Conditioning Contractors' Association (SARACCA);
South African Pump Manufacturers' Association;
South African Reinforced Concrete Engineers' Association (SARCEA);
South African Valve and Actuator Manufacturers' Association (SAVAMA);
South African United Commercial Employers Organisation;



REGISTERED TRADE UNION OR "EMPLOYEE ORGANISATION" PARTY TO THE COUNCIL

Metal and Electrical Workers' Union of South Africa (MEWUSA)
Solidariteit/Solidarity;
UASA-The Union;
National Union of Metalworkers' of South Africa (NUMSA);
South African Equity Workers' Association (SAEWA);

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall apply to and be observed-

(a) in the Iron, Steel, Engineering, Metallurgical Industries throughout the Republic of South Africa;

(b) by all employers and scheduled employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions, respectively;

(c) by all employers and all scheduled employees in the Iron, Steel, Engineering and Metallurgical Industries who are not members of the employers' organisations and the trade unions; and

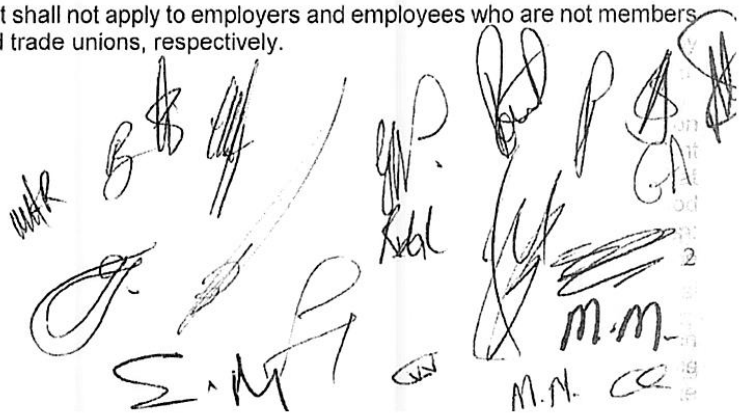
(d) the terms of this Agreement shall apply to Apprentices and Trainees not engaged by means of contract with the merSETA

(2) The terms of this Agreement shall not apply to an employer and his employee who are governed by and fall within the scope of application of the Engineering Industries Pension Fund.

(3) The terms of this Agreement shall not, subject to sub-clause (4) below, apply to any employee who on 1 May 1991 was or thereafter became a participant in and member of any fund providing provident and/or pension benefits, which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee, during such period only as such fund continues to operate and both employer and employee are participants therein: Provided that a fund which provides solely for payment of benefits on death shall not be deemed to be a pension or provident fund for the purposes of this Agreement.

(4) Where employers and employees participate in domestic schemes providing provident and/or pension benefits as referred to in sub-clause (3) above, which at the date of coming into operation of this Agreement do not provide for percentage contributions which, in total, are at least as much as the percentages, in total, specified in clause 6(2)(a) and (c) of this Agreement, a period of six weeks shall be allowed to enable compliance with this requirement, subject to any amendment of this Agreement.

(5) Clauses 1(1)(b), 2 of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.



2. PERIOD OF OPERATION OF AGREEMENT

2.1. This Agreement shall apply to parties to the agreement from 1 May 2021 or from date of signature, whichever is the latest, until 30 April 2026; and

2.2. This Agreement shall bind non-parties in terms of section 32 of the LRA as determined by the Minister of Employment and Labour, and shall remain in force until 30 April 2026.

3. DEFINITIONS

Any expression used in this Agreement that is defined in the Labour Relations Act, 1995, as amended shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context-

"The Act" means the Pension Funds Act 24 of 1956 as amended from time to time;

"Agreement" means a collective agreement as defined in the Labour Relations Act, 1995, as amended operative in the Iron, Steel, Engineering and Metallurgical Industries, and shall include any succeeding Agreement and/or any extension and/or amendments thereof, and shall further include any Agreement as defined in the said Act if such Agreement has expired but was operative at the date of coming into operation of this Agreement or became operative after the date of coming into operation of this Agreement;

"Apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Skill Development Act, No 97 of 1998, and includes a minor employed on probation in terms of the Act or a trainee in terms of Atrami Agreement as well as a learner in terms of Chapter IV of the Skills Development Act, No 97 of 1998;

"Council" means the Metal and Engineering Industries Bargaining Council, registered in terms of section 29 of the Act;

"Contribution Increase Program" means the employee and employer contributions payable as stipulated in the Approved Rules of the Fund;

"Scheduled Employee" means an employee, including an apprentice, whose minimum rate of pay is scheduled in any collective agreement as defined above in the Iron, Steel, Engineering and Metallurgical Industries;

"Establishment" means any premises wherein or whereon the industries or part thereof, as herein defined, are carried on;

"Management Committee" means the Management Committee of the Council, appointed in terms of its Constitution;

"Fund" means the Engineering Industries Pension Fund;

"Iron, Steel, Engineering and Metallurgical industry" means-

(a) The production of iron and/or steel;

(b) The production of alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues;

(c) The general engineering and manufacturing engineering and metallurgical industries;

(d) The building and/or alteration and/or repair of boats and/or ships including the scraping, chipping or scaling and/or painting of their hulls and general woodwork undertaken in connection with ship repairs;

(e) The electrical engineering industry;

(f) The lift and escalator industry;

(g) The plastics industry and

(h) The iron, steel and metallurgical industry as defined in paragraph (a) to (g) above shall include the activities of Temporary Employment Service as defined in the section 198(1) of the Labour Relations Act, 66 of 1995 as amended ("the LRA"), who for reward procure for or provide to a client whose undertaking falls within the registered scope of the Metal and Engineering Industries Bargaining Council any persons (employees as defined in section 198(2) of the LRA) to render services or to perform work in such undertaking.

For the purpose hereof –

(a) "**General Engineering and Manufacturing Engineering and Metallurgical Industries**" means the industries concerned with the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than precious metal) or parts or components thereof and structural metal work, including steel reinforcement work, and the manufacture of metal goods principally from iron and/or steel and/or other metals (other than precious metals) and/or alloys and the finishing of metal goods, but does not include the Motor Industry.

"**Precious Metals**" means the precious metals gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals or any of these in such proportion with any other metals to be the greater part in value of such alloy.

(b) **"Electrical Engineering Industry"** shall consist of –:

(i) The manufacture and/or assembly from component parts of electrical equipment in the Republic of South Africa, namely, generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment transformers, furnace equipment, signaling equipment, radio or electronic equipment including monitors, and other equipment utilising the principles used in the operation of radio and electronic equipment, the latter equipment to include, but not to be limited to, television, and further, incandescent lamps and electric cables and domestic electrical appliances, and shall also include the manufacture of component parts of the aforementioned equipment.

(ii) subject to clause (iii) hereunder, the installation; maintenance, repair and service of the equipment referred to in paragraph (i) above in the Province of Transvaal and Natal but does not include the activities of electrical contracting industry;

(iii) The installation, maintenance, repair and service of television sets and monitors within the Republic of South Africa, excluding the installation, maintenance, repair and service in the Province of the Cape of Good Hope, and excluding in respect of the whole of the Republic of South Africa, the installation, maintenance, repair and service of monitors primarily intended for use in accounting and/or data processing and/or business procedures.

(c) "**Electrical Contracting Industry**" means the design, preparation (other than manufacture for sale) and erection of electrical installations forming an integral and permanent portion of buildings and the repair and/or maintenance of such installations including any cable jointing and electrical wiring associated therewith;

(d) "**Lift and Escalator Industry**" means the manufacture and/or assembly and/or installation and/or repair of electrical lifts and escalators;

(e) "**Plastics Industry**" means the industry concerned with the conversion of thermoplastic and/or thermosetting polymers, including the compounding or recycling thereof, or the manufacture of articles or parts wholly or mainly made of such polymers into rigid, semi-rigid or flexible form, whether blown, moulded, extruded, cast, injected, formed, calendered, coated, compression moulded or rotational moulded, including in-house printing on such plastics by the manufacturers, and all operations incidental to these activities;

(f) **"Plastics"** means any one of the group of materials which consist of or contains as an essential ingredient an organic substance of a large molecular mass and which, while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shape by flow, usually through the application, singly or together, of heat and pressure including the recycling or compounding thereof, but only where such compounding and/or recycling is as a result of the conversion for manufacture by the same employer, but shall exclude all extrusions into mono-and multi-filament fibres and other activities falling under the scope of the National Textile Bargaining Council;

(g) "**Machine**" means any appliance irrespective of the material of which it is made, but does not include an agricultural tractor;

(h) "**Metal Goods**" does not include agricultural tractor;

(i) "**Motor Industry**" means, -

(aa) assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with —

(i) chassis and/or bodies of motor vehicles;

(ii) internal combustion engines and transmission components of motor vehicles;

(iii) the electrical equipment connected with motor vehicles, including radios;

(ab) automotive engineering;

(ac) repairing, vulcanising and/or retreading tyres;

(ad) repairing, servicing and/or reconditioning batteries for motor vehicles;

(ae) the business of parking and/or storing motor vehicles;

(af) the business conducted by filling and/or servicing stations;

(ag) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or spares and/or accessories (whether new or used) pertaining thereto, whether or not such sale is conducted from premises which are attached to a portion of an establishment wherein is conducted the assembly of or repairs to motor vehicles;

(ah) the business of motor graveyards;

(ai) the business of assembly establishments;

(aj) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;

(ak) vehicle body building.

For the purposes of this definition—

"Automotive Engineering" means the reconditioning of internal combustion engines or parts thereof for use in motor vehicles in establishments mainly or exclusively so engaged, whether such establishment is engaged in the dismantling and repair of motor vehicles or not;

"**Motor Vehicle"** means any wheeled conveyance propelled by electrical or mechanical power (other than steam) and designed for haulage and/or for the transportation of persons and/or goods and/or loads, including trailers and caravans, but does not include any equipment designed to run on fixed tracks, trailers designed to transport loads of 20 tons or over, or aircraft;

"**Vehicle Body Building**" means any or all of the following activities carried on in a Vehicle Body Building establishment –

(i) the construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;

(ii) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure, and the assembling, adjusting and installation of parts in cabs or bodies or on the superstructure of vehicles;

(iii) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;

(iv) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;

(v) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or superstructures;

(vi) the building of trailers, but not including the manufacture of wheels or axles therefor; and

(vii) all operations incidental to or consequent upon the activities referred to in paragraphs (i),(ii),(iii),(iv),(v) and (vi) .

For the purposes of this definition, "vehicle" does not include an aircraft, and "Motor Industry" as defined above shall not include the following:

(i) The manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for and normally producing metal and/or plastic goods of a different character on a substantial scale;

(ii) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar service in respect of motor cars, motor lorries, or motor trucks;

(iii) the manufacture and/or maintenance and/or repair of—

(aa) civil and mechanical engineering equipment and/or parts thereof, whether or not mounted on wheels;

(bb) agricultural equipment or parts thereof; or

(cc) equipment designed for use in factories and/or workshops.

Provided that for the purposes of (aa), (bb) and (cc) above, "equipment" shall not be taken to mean motor cars, motor lorries and/or motor trucks and;

(dd) motor vehicle or other vehicle bodies and/or superstructures and/or parts or components thereof made of steel plate of 3,175 mm thickness when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale;

The above mentioned interests shall not include the undertakings, industries, trades or occupations in respect of which the Transnet Building Council has been registered on 2 October 1991. The latter Council has been registered in respect of the undertakings, industries, trades or occupations of Transnet Limited known as Spoornet, South African Airways, Autonet, Portnet, Transtel, Transwerk, Promat, Protekon or any other

business, undertaking, industry, trade, occupation, unit, department or section of Transnet Limited in the Republic of South Africa, as these undertakings, industries, trades or occupations were constituted on 2 October 1991.

(6) Notwithstanding the provisions of Clause 1(1), the terms of this Agreement shall not apply to -

(a) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipped and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;

(b) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition of "Electrical Engineering Industry" in Clause 3 of Part 1 of the Main Agreement published under Government Notice No. R.404 of 31 March 1998, in the Province of the Cape of Good Hope and the Orange Free State;

(c) assembling, servicing, installation, maintenance, and/or repair of appliance, equipment, machines, devices and apparatus, whether utilizing manual, photographic, mechanical, electrical, electrostatics, electronic principles, or any combination of such principles, which are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;

(d) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape Good Hope and the Orange Free State;

(e) the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliance in the Province of the Cape Good Hope and the Orange Free State;

"Implementation Date" means 1 July 2012, the date mutually agreed to by the parties on which the contribution increase program commenced.

"Law" includes the common law;

"Main Agreement" means the Agreement published under Government Notice No. R. 404 of 31 March 1998 or any succeeding agreement and includes any amendment, re-enactment or extension thereof, and further includes the Main Agreement during any period that it is expired;

"**Pension Fund**" means the Metal Industries Provident Fund;

"Pensionable Remuneration" means the actual wages payable to an employee by the employer each week in respect of the ordinary hours worked by such employee in the shifts of the establishment concerned during such week, including monies payable in terms of any agreement or under any law, but excluding amounts paid in respect of overtime, shift and other allowances and holiday leave bonuses, but including amounts paid in respect of overtime hours worked to make up lost ordinary hours, and for the purposes of this definition-

(a) in the case of a monthly-paid employee, his pensionable remuneration shall be the amount determined as above, converted on the basis that one month equals 4 1/3 weeks;

(b) "shift" means that period of work ordinarily worked by an employee in any period of 24 hours;

"Permanent Disability Scheme" means the Permanent Disability Scheme constituted to organise and

provide permanent disability benefits for the employees of employers in the group of industries known as the Iron, Steel, Engineering and Metallurgical Industries in the Republic of South Africa and such other industry/industries in the Republic as may from time to time be admitted to participate in the Scheme by the Board of Management in terms of the Constitution of the Scheme;

"Precious Metals" means the precious metals gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals, or any of these in such proportion with any other metals as to the greater part in value of such alloy;

"Regional Committee" means any committee appointed as such by the Council in terms of its Constitution;

"Region A" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (CP), Hermanus, Hopefield (CP), Knysna, Kuils River, Ladismith (CP), Laingsburg, Malmesbury, Mitchells Plain, Montagu, Moorreesburg, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riveradale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Cape Regional Council), P.O Box 6096, Roggebaai, 8012; or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;

"Region B" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stutterheim, Tarkastad and Wodehouse, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Border Regional Council), P.O. Box 13162, Vincent, 5217; or First Floor, 12 St Georges Road, Southernwood, 5201;

"Region C" means the Province of Natal, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (KwaZulu Natal Region), P O Box 5900, Durban, 4000, or 14th Floor, Mercury House, 320 Smith Street, Durban, 4001.

"Region D" means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Fort Beaufort, Graaft-Reinet, Hankey, Hanover, Hotmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (CP), Murraysburg, Noupoort, Oudtshoorn, Pearston, Port Elizabeth, Richmond (CP), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Midlands Regional Council), P.O Box 12848, Centrahill, 6006, or First Floor, 30 Pearson Street, Central, Port Elizabeth, 6001;

"Region E" means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke,Ventersdorp and Wolmaransstad, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Gauteng Region), P.O Box 3998, Johannesburg, 2000 or Union Corporation Building, 1st Floor, 77 Marshall Street, Johannesburg, 2001".

"Region F" means the Province of the Orange Free State, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Douglas, Gordonia, Griekwastad, Hartswater, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton, in the Province of the Cape of Good Hope and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering

Industries Bargaining Council (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or 136 Constantia Road, Dagbreek, Welkom, 9459;

"Scheme" means the Permanent Disability Scheme as referred to above.

"Surplus Agreement" means the agreement approved by the Financial Services Board on 30 November 2011 to distribute surpluses in the Fund.

4. CONTINUATION OF THE FUND

(1) The Engineering Industries' Pension Fund (hereinafter referred to as the "Fund), established in terms of Government Notice R. 1087 of 19 July 1957, is hereby continued.

(2) The Fund shall consist of-

(a) all monies and assets standing to the credit of the fund as at the date of coming into operation of this Agreement;

(b) all contributions paid by employers and members in accordance with clause 6 of this Agreement;

(c) all investment income derived from the investment of any monies of the Fund; and

(d) any other monies to which the Fund may become entitled.

(3) The Parties agreed to ensure that the Surplus Agreement of the Fund is implemented in consultation with the Fund, and that the terms of this Agreement are consistent with the Surplus Agreement.

5. MEMBERSHIP

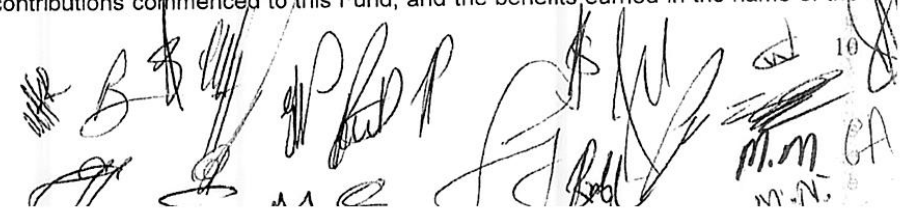
(1) Each employee who becomes an employee falling within the scope of this Agreement and or after the date of coming into operation of this Agreement shall be required to choose either to become a member of this Fund or a member of the Metal Industries' Provident Fund. Such choice shall be made on the date on which he becomes an employee falling within the scope of this Agreement. Membership of the relevant Fund shall commence on that date.

(2) If an employee to whom sub-clause (1) applies does not choose either to become a member of this Fund or a member of the Metal Industries Provident Fund on the date on which he becomes an employee falling within the scope of this Agreement, he shall be required to become a member of the Metal Industries Provident Fund.

(a) All other employees shall be deemed to be members of this Fund: Provided that where any Main Agreement has expired, the last reference shall be to the most recently expired Main Agreement.

(3) An employee to whom sub-clause (1) and/or sub-clause (2) applies shall be entitled for a period of three months from the date on which he becomes an employee falling within the scope of this Agreement to withdraw from membership of this Fund in order to become a member of the other Fund.

In such case, membership of the Fund to which the employee transfers shall be made retrospective to the date on which contributions commenced to this Fund, and the benefits earned in the name of the



employee concerned shall be transferred to the Fund chosen in terms hereof. There shall be no refund of contributions to either the employee or employer.

The right of an employee to transfer membership in terms of this sub-clause shall terminate on the expiry of the above three-month period.

(4) If an employee who has become a member of this Fund ceases to fall within the scope of this Agreement as a result of his ceasing to be in service in the Industries or as a result of a specific exemption under clause 9 of this Agreement, but subsequently falls within the scope of this Agreement, then-

(a) if his benefit under this Fund or the Group Pension Fund (prior to 1 May 1991) has been paid out, he shall have the choice provided for in sub-clause (1);

(b) if his benefit under this Fund or the Group Pension Fund (prior to 1 May 1991) has not been paid out, he shall not have the choice provided for in sub-clause (1), but shall automatically become a member of the Fund of which he was previously a member.

(5) If an employee terminated his membership of this Fund or the Engineering Industries' Pension Fund prior to 1 May 1991 and subsequently falls within the scope of this Agreement or the Metal Industries Provident Fund Agreement, then regardless of whether or not his benefits under the above Funds have been paid out, he shall have the choice to become a member of either the Metal Industries Provident Fund or this Fund.

(6) The provisions of sub-clauses (2) and (3) shall also apply to an employee referred to in sub-clauses (4) (a) and (5).

(7) Except as provided in this clause, an employee who remains in service in the Industries and continues to fall within the scope of this Agreement may not withdraw from membership of the Pension Fund or Provident Fund unless unconditionally exempted under clause 9 of this Agreement.

6. CONTRIBUTIONS

(1) Contributions, as hereinafter provided for, shall be made by employees and employers as from the date of coming into operation of this Agreement.

(2) Contributions in respect of this Fund and the Metal and Engineering Industries Permanent Disability Scheme (hereinafter referred to as the 'Scheme'):

(a) The employer shall each week deduct from the pensionable remuneration of each of his employees as follows:



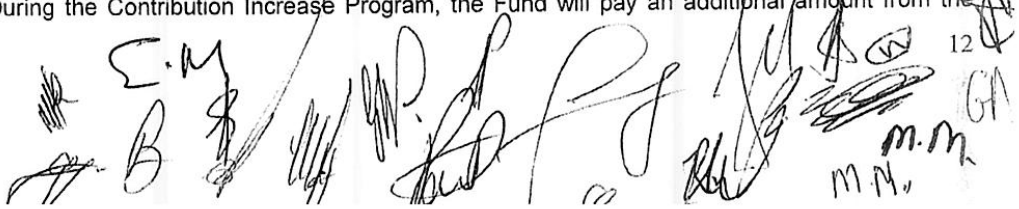
As gazetted on 9 November 2018, in Notice No 684 of the Government Gazette 42021	
Years	**Employee contribution**
1 July 2015 to 30 June 2016	7%
1 July 2016 to 30 June 2017	7,10%
1 July 2017 to 30 June 2018	7,20%
1 July 2018 to 30 June 2019	7,30%
1 July 2019 to 30 June 2020	7,40%
From 1 July 2020	7,50%

(b) Contributions calculated in accordance with the provisions of paragraph (a) may at the discretion of the employer, be deducted from the earnings of any other employees who request in writing to become members of this Fund: Provided that the membership provisions under clause 4 shall *mutatis mutandis* apply to such employees.

(c) The employer shall pay to the Fund a percentage of pensionable remuneration as follows:

As gazetted on 9 November 2018, in Notice No 684 of the Government Gazette 42021	
Years	**Employer contribution**
1 July 2015 to 30 June 2016	7%
1 July 2016 to 30 June 2017	7,10%
1 July 2017 to 30 June 2018	7,20%
1 July 2018 to 30 June 2019	7,30%
1 July 2019 to 30 June 2020	7,40%
1 July 2020 to 30 June 2021	7,50%
1 July 2021 to 30 June 2022	7,60%
1 July 2022 to 30 June 2023	7,70%
1 July 2023 to 30 June 2024	7,90%
1 July 2024 to 30 June 2025	8,10%
1 July 2025 to 30 June 2026	8,30%
1 July 2026 to 30 June 2027	8,50%
1 July 2027 to 30 June 2028	8,70%
1 July 2028 to 30 June 2029	8,90%
1 July 2029 to 30 June 2030	9,10%
1 July 2030 to 30 June 2031	9,30%
1 July 2031 to 30 June 2032	9,50%
1 July 2032 to 30 June 2033	9,70%
1 July 2033 to 30 June 2034	9,90%
1 July 2034 to 30 June 2035	10,10%
1 July 2035 to 30 June 2036	10,30%
From 1 July 2036	10,50%

(d) The employee deductions and employer payments shall be made from the implementation date. During the Contribution Increase Program, the Fund will pay an additional amount from the



surplus reserve to a total contribution of 18%. If the Fund is unable to pay the difference between 18% and the employee deductions and employer deductions at any time during the Contribution Increase Program, the employee deductions and employer payments will be set at the level reached at the last anniversary of increases, in terms of the Contribution Increase Program.

(e) The employer and employee contribution shall be apportioned as follows:

(i) An amount specified as a percentage of the pensionable remuneration (as set out in (a) and (c) above) of each of the employees concerned shall be paid to the Scheme; and

(ii) From the amounts in (a) and (c) above, the amount required to meet the cost of disability benefits and from (c) above the cost of death benefits and such administration and other expenses as may be determined by the Board shall be applied for this purpose.

(iii) The balance shall be the employee's and employer's contribution to the Fund for retirement benefits.

(3) No deductions shall be made or contributions paid in respect of periods of absence on unpaid leave, and absences owing to sickness, injury on duty and military service where no payment is due to the employee by the employer in terms of an agreement or under any law.

(4) (a) Every employer in regions A, B, C, D, E and F shall forward the total amount payable each month in terms of sub-clause (2), together with a statement in such form as may be prescribed from time to time, to reach the Council at its **MIBFA Bargaining Council Collection Unit,** Second Floor, Metal Industries House, 42 Anderson Street, Johannesburg, 2001 by no later than close of business on the 7th day of the subsequent month.

(b) The employer uses the postal service, a courier service or any other means of delivery or transfer at the employer's own risk. The relevant postal address is P O Box 61474, Marshalltown, 2107. A facility for direct bank-to-bank transfer of funds is also available. Enquiries may be directed to the Funds Contribution Manager at the above address or telephone (011) 870-2000.

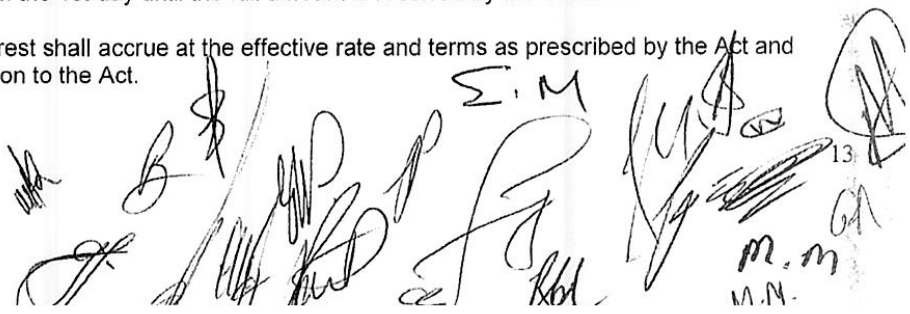
(5) Notwithstanding the provisions of this clause, failure on the part of the employer to make the deduction of employees' contributions which he is required to make shall not be absolve the employer from having to submit the total amount of the employees' contributions and his own contributions to the Council.

(6) All contributions received by the Council shall be paid to the Pension Fund and the Scheme within seven days of receipt of such monies by the Council.

(7) (a) If any amount that falls due in terms of this clause is not received in full by the Council by the 1st day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions:

(i) The interest payable shall accrue on the balance of the amount outstanding from time to time from the 1st day until the full amount is received by the Council.

(ii) The interest shall accrue at the effective rate and terms as prescribed by the Act and Regulation to the Act.



(iii) All the other provisions of the Act that are relevant for the purpose of calculating any interest payable by the employer in terms of this sub-clause and the Act shall *mutatis mutandis* apply for these purposes.

(b) For the purposes of this sub-clause, 'the Act' means the Pension Funds Act 24 of 1956, as amended.

(8) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission.

7. ADMINISTRATION

(1) The Fund and the Scheme shall be administered in accordance with the Rules of the Fund and the Rules of the Scheme. Such Rules shall not be inconsistent with this Agreement or the provisions of the Pension Funds Act 24 of 1956, as amended and a copy of the Rules and amendments thereto shall be lodged with the Registrar of Pension Funds and the Registrar of Labour Relations.

(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 board of trustees of the Fund shall take over the functions of the Council in respect of this Agreement, and if for any reason the boards of trustees should be unable or unwilling to perform such duties, the Registrar of Pension Funds may appoint trustees to perform the Council's functions. The boards of trustees so appointed shall have all the powers vested in the Council for the purposes of this Agreement. Payment (if any) for the services of the trustees shall be borne by the Fund and/or the Scheme, as the case may be.

8. AGENTS

8.1. The Council shall appoint one or more persons as agents in terms of section 33(1) of the LRA to promote, monitor and enforce the terms of this Agreement. The Council shall apply to the Minister to appoint such designated agent.

8.2. A person appointed in terms of sub-clause (1) above shall thereafter be referred to as a designated agent and shall have the powers set out in section 33A and in Schedule 10 of the LRA.

8.3. Enforcement of this Agreement by a designated agent shall be in accordance with clause 10 of this agreement.

9. EXEMPTIONS

1. **General**

(a) Any person bound by this Agreement may apply for exemption.

(b) The Bargaining Council has the authority to consider applications for exemptions and/or licenses issued for exemptions.

(c) An employer who has obtained an exemption from the Fund shall be required to apply in writing, should he wish to rejoin the Fund at a later stage.

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(d) Exemptions and appeals shall be dealt with, within a period of 30 days of receipt of the exemption or appeal application.

2. **Fundamental principles for consideration**

2.1 All applications must be in writing and fully motivated and sent to the Regional Office of the Council for the area in which the applicant is located.

(a) In scrutinising an application for exemption the Council will consider the views expressed by the employer and the workforce, together with any other representations received in relation to that application.

(b) The employer must consult with the workforce, through a trade union representative or, where no trade union is involved, with the workforce itself, and must include the views expressed by the workforce in the application. The consultation must comply with the Pension Fund Act and Regulations in respect of communication.

Where the views of the workforce differ from that of the employer, the reasons for the views expressed must be submitted with the application.

Where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application.

(c) The exemption shall not contain terms that would have an unreasonably detrimental effect on the fair, equitable and uniform application of this Agreement in the Industry.

(d) An application for exemption shall not be considered if the contents of the application are covered by an arbitration award binding the applicant.

(e) When considering the application the Council will refer the application to the Fund Actuary to scrutinize the application and make a recommendation to the Regional Committee and/or Independent Exemption Appeal Board.

(f) The Fund Actuary shall apply the following criteria:

i. The overall benefits package must be equal or better than the benefits provided for by the Engineering Industries Pension Fund;

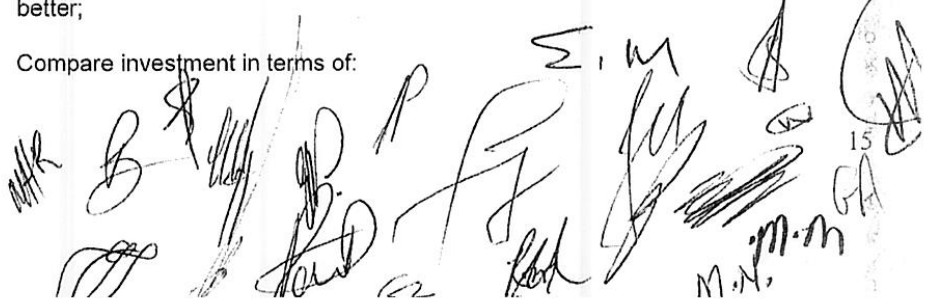
ii. The proportion of employer net contribution paid on withdrawal or retirement;

iii. Cover for death and disability;

iv. No waiting period for membership to the fund may be applied;

v. The total contributions must be similar to those required in terms of Clause 1(4) of this agreement and the net allocation toward retirement benefits must be equal or better;

vi. Compare investment in terms of:



a. The benchmark for each fund being compared;

b. The investment managers;

c. The historical returns on investment for 1, 3, 5, and 10 years; and

d. The investment fees charged by the respective investment managers.

(g) The exemptions may be withdrawn only if:

i. There is no-compliance with the conditions set out on the license;

ii. Failure to file confirmation on an annual basis that the benefit package is still on the whole (based on the criteria set out in (2) above) not less favorable than the benefits of the Engineering Industries Pension Fund.

3. **Process**

(a) The Council shall issue to every person to whom exemption has been granted an exemption licence, setting out the following:

(i) the full name of the person or enterprise concerned;

(ii) the provisions of this Agreement from which the exemption has been granted;

(iii) the conditions subject to which exemption is granted;

(iv) the period of the exemption;

(v) the date from which the exemption shall operate; and

(vi) the area in which the exemption applies.

(b) The Council shall ensure that –

(i) all exemption licences issued are numbered consecutively;

(ii) an original copy of each licence is retained by the Council;

(iii) a copy of the exemption licence is sent to the applicant.

(c) Unless otherwise specified in the licence of exemption, any exemption from this Agreement shall be valid only in the region of the Council in which the application was made.

(d) Written reasons for the refusal to grant an exemption must be provided to the applicant of that exemption.



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4. **Appeals**

(a) An independent body, referred to as the Independent Exemptions Appeal Board (the Board), is hereby appointed and shall consider any appeal against an exemption granted or refused by the Council, or a withdrawal of an exemption.

(b) The Council Secretary will on receipt of an appeal against a decision to refuse the granting of an exemption submit it to the Independent Exemptions Appeal Board for consideration and finalisation.

(c) In considering an appeal the Board shall consider the recommendations of the Council, any further submissions by the employer and the workforce or their respective employee organisations or trade unions and shall be bound to apply the criteria set out in clause 2 above and also any other representations received in relation to the application.

(d) Should the appeal be granted a licence of exemption shall be issued in terms of sub-clause (4)(a) and (b) above.

10. RESOLUTION OF DISPUTES

10.1. Any dispute about the interpretation, application, or enforcement of this Agreement shall be referred to the Council and shall be dealt with in accordance with the provisions contained in the Metal and Engineering Industries Bargaining Council Dispute Resolution Agreement as amended from time to time.

10.2. On termination of employment of a member of the Fund, his employer shall complete the details on Annexure A and hand it to the member.

11. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in some conspicuous place upon his premises, a copy of this Agreement, in legible characters.

12. MEMBERS' BENEFITS

12.1. Members will be entitled to retirement, death, disability, resignation and retrenchment benefits in terms of the Rules of the Fund.

12.2. Enquiries should be directed to the Offices of the Metal and Engineering Industries Benefits Funds Administrator at telephone (011) 870-2000.

ANNEXURE A

PENSION FUND AGREEMENT

(Form to be completed by employer and handed to members of the Engineering Industries Pension Fund on termination of employment)

Member's Rights to Benefits

1. A lump sum benefit on retirement at the age of 65 or later, or on early retirement from the age of 55 up to 65.

2. A permanent disability benefit owing to permanent disability / incapacity in terms of the rules of the Pension Fund and rules of the Permanent disability Scheme.

3. *Death benefits:* A lump sum benefit as if the member had retired on date of death PLUS a lump sum of three years' salary on -

   (i) Death in service of a contributing member before the age of 65;

   (ii) Death before the age of 65 where death occurs within six weeks of ceasing employment, if ex-member was unemployed for such period and had been a member of the Fund for a consecutive period of not less than two years prior to such unemployment;

   (iii) Death before the age of 65 where death occurs within six months of ceasing employment owing to sickness or a works accident, and ex-member was unemployed owing to such sickness or work accident until the date of death.

4. A lump sum benefit on retrenchment / redundancy, before the age of 65, as if the member had retired on date of retrenchment / redundancy. The fund will aim to pay the benefit within six weeks after cessation of service in the industries: Provided that the member has not returned to employment in the industries within that period.

5. A lump sum on ceasing service in the industries for reasons other than in (1) to (4) above. The lump sum is a refund of the member's own contributions, PLUS interest, PLUS a share of the employer's contributions, less costs, according to length of continuous service, and is payable not less than eight weeks after the cessation of service in the industries.

To be completed by the employer:

(i) Name of employee (surname first) .....

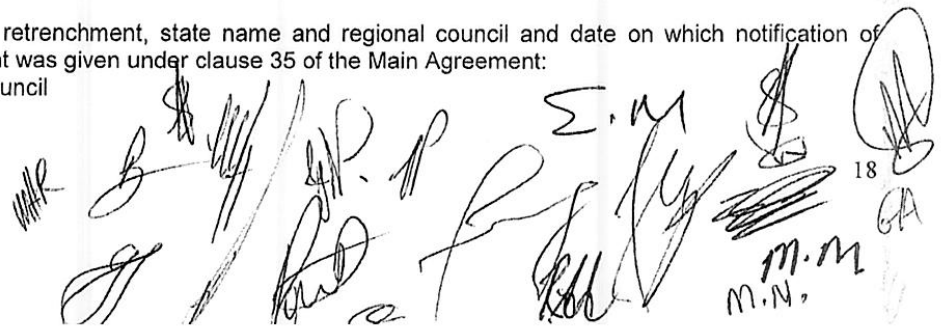
(ii) Identity Ref. No:..... Works No:.....

(iii) Period of service (from) ..... to .....

(iv) Reasons for termination of employment:

- Retrenchment
- Redundancy
- Resignation
- Permanent disability / incapacity
- Other

(v) In cases of retrenchment, state name and regional council and date on which notification of retrenchment was given under clause 35 of the Main Agreement:
Regional Council
Date



(vi) The appropriate form for benefits has been handed to the employee.

Date
For and on behalf of the employer

Notes:

(i) Claim forms for the various benefits are available from regional councils or from the offices of the Metal Industries Benefit Fund Administrator.

(ii) It should be ensured that the employee has been handed his membership card of the fund and any brochures or other information relating to the Fund.

(iii) The employer is required to maintain a permanent record of the permanent address (i.e. home address) of each employee.

REGISTERED EMPLOYERS' ORGANISATIONS PARTY TO THE COUNCIL:

Association of Electric Cable Manufacturers' of South Africa;
SIGNATURE:

DATE: 12-05-2021

Association of Metal Service Centres of South Africa;
SIGNATURE:

DATE: 11-05-2021

Cape Engineers' and Founders' Association;
SIGNATURE:

DATE:

Constructional Engineering Association (South Africa);
SIGNATURE:

DATE: 05/05/2021

Consolidated Employer's Organisation;
SIGNATURE:

DATE:

Eastern Cape Engineering and Allied Industries Association (ECEAIA);
SIGNATURE:

DATE:

Electrical Engineering and Allied Industries' Association;
SIGNATURE:

DATE: 2021/05/11

Electrical Manufacturers Association of South Africa;
SIGNATURE:

DATE:

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Federated Employers Organisation of South Africa (FEOSA);
SIGNATURE:

DATE: 28/4/21

Gate and Fence Association;
SIGNATURE:

DATE: 12/05/2021

Hand Tool Manufacturers' Association (HATMA);
SIGNATURE:

DATE:

Iron and Steel Producers' Association of South Africa;
SIGNATURE:

DATE:

KwaZulu Natal Engineering Industries' Association;
SIGNATURE:

DATE:



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Lift Engineering Association of South Africa;

SIGNATURE:

DATE: 11/05/2021

Light Engineering Industries' Association of South Africa;
SIGNATURE:

DATE:

National Employers' Association of South Africa (NEASA);
SIGNATURE:

DATE: 26/3/2021

Non-Ferrous Metal Industries' Association of South Africa;
SIGNATURE:

DATE: 11/05/2021

Plastics Converters Association of South Africa (PCASA);
SIGNATURE:

DATE: 19/4/2021

Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association;
SIGNATURE:

DATE: 12/05/2021

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South African Electro-Plating Industries Association;
SIGNATURE:

DATE: 11/5/2021.

South African Engineers' and Founders' Association;
SIGNATURE:

DATE: 1/04/2021

South African Refrigeration and Air-Conditioning Contractors' Association (SARACCA);
SIGNATURE:

DATE: 11/5/2021

South African Pump Manufacturers' Association;
SIGNATURE:

DATE: 12/05/2021

South African Reinforced Concrete Engineers' Association (SARCEA);
SIGNATURE:

DATE:

South African Valve and Actuator Manufacturers' Association (SAVAMA);
SIGNATURE:

DATE: 11/05/2021.

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South African United Commercial Employers Organisation;
SIGNATURE:

DATE:

REGISTERED TRADE UNIONS OR "EMPLOYEE ORGANISATIONS" PARTY TO THE COUNCIL

Metal and Electrical Workers' Union of South Africa (MEWUSA)

SIGNATURE:

DATE: 6/4/2021

Solidarity / Solidariteit

SIGNATURE: Z.H

DATE: 31/03/2021.

United Association of S.A. (UASA)

SIGNATURE:

DATE: 1/04/2021

National Union of Metalworkers' of South Africa (NUMSA)

SIGNATURE:

DATE: 31/3/2021

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S.A. Equity Workers' Association (SAEWA)

SIGNATURE:

DATE: 01-04-2021



SOUTH AFRICAN REVENUE SERVICE

NO. R. 2215 **1 July 2022**

GENERAL EXPLANATORY NOTE:

[ ] Words that are between square brackets and in bold typeface, indicate deletions from the existing rules

_____ Words that are underlined with a solid line, indicate insertions in the existing rules

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SOUTH AFRICAN REVENUE SERVICE

CUSTOMS AND EXCISE ACT, 1964
AMENDMENT OF RULES

Under sections 19, 60 and 120 of the Customs and Excise Act, 1964 (Act No. 91 of 1964), the rules published in Government Notice R.1874 of 8 December 1995, are herewith amended to the extent set out in the Schedule hereto **with effect from 1 August 2022**.

EDWARD CHRISTIAN KIESWETTER
COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE

SCHEDULE

Insertion of rule

The following rule is hereby inserted after rule 19.08:

"<u>The rules numbered 19.09 followed by further digits relate to the requirements in respect of monitoring of certain customs and excise warehouses through CCTV equipment</u>

<u>Definitions</u>

19.09.01 (1) For purposes of these rules, unless the context otherwise indicates –

"bonded goods" means any manufactured or imported tobacco products in a licensed customs and excise warehouse that have not been entered for home consumption;

"customs and excise warehouse for the manufacture or the storage of tobacco products" means a customs and excise warehouse for –

(a) the manufacture of tobacco products;

(b) the storage of tobacco products for export;

(c) the storage of tobacco products for supply to any other customs and excise storage warehouse licensed –

(i) as a duty free shop;

(ii) as a special shop for diplomats; or

(ii) for the supply of dutiable goods to foreign-going ships or aircraft; or

(d) the storage of imported tobacco products;

"CCTV equipment" means a closed-circuit system consisting of video cameras, a video recording unit, and wireless data networks that allow the transfer of images from video cameras to display monitors whilst not transmitting signals that are openly accessible, and includes an independent battery power supply as well as any apparatus placed or installed on or at any component of the equipment to protect it from tampering;

"licensee" means a person operating premises licenced in terms of section 60 as a customs and excise warehouse for the manufacture or the storage of tobacco products;

"person" includes a juristic entity;

"these rules" means the rules numbered 19.09; and

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"tobacco products" means products classifiable and liable to excise duty under items 104.30, 104.35 and 104.37 of Part 2A of Schedule No.1.

(2) For purposes of these rules, "delivery" of an e-mail notification takes place as set out in rule 3(2)*(a)* of the Rules for Electronic Communication published in terms of section 255 of the Tax Administration Act, 2011 by Government Notice No. 644 dated 25 August 2014.

Installation of CCTV equipment for monitoring a licensing condition for certain customs and excise warehouses

19.09.02 *(a)* The licensing of a customs and excise warehouse for the manufacture or the storage of tobacco products is subject to a condition that CCTV equipment be installed, in terms of these rules, on the relevant premises for purposes of monitoring bonded goods and activities carried out in respect of such goods in the areas referred to in rule 19.09.03.

(b) A licensee must within five working days of delivery by SARS of an e-mail notification informing the licensee of the date and estimated time for installation of CCTV equipment –

(i) confirm, by return e-mail, receipt of the notification and acceptance of the installation date and estimated time specified therein; or

(ii) confirm, by return e-mail, receipt of the notification and, if necessary, on good grounds request a reasonable alternate date and estimated time, which must be within 10 working days from the installation date specified by SARS.

(c) The operation of a licence is not affected by the date of installation fixed in accordance with paragraph *(b)*.

Areas to be monitored

19.09.03 *(a)* The following areas of a customs and excise warehouse premises

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must be monitored by CCTV equipment:

(i) Any manufacturing area;

(ii) any packaging area; and

(iii) any despatch - or loading area on the premises where tobacco products are loaded onto vehicles for transport.

(b) CCTV equipment installed in areas referred to in paragraph *(a)* –

(i) must –

(*aa*) provide the best possible visibility and coverage of the relevant area; and

(*bb*) in the case of a despatch or loading area referred to in paragraph *(a)*(iii), show loading activities as well as detail of vehicles used, including the make, colour and number plate; and

(ii) may not make any audio recordings.

Installation of CCTV equipment to be done by officer or authorised person

19.09.04 CCTV equipment is installed at the cost of the Commissioner –

(a) by an officer or any other person authorised by the Commissioner to install the equipment; and

(b) on the date and at the estimated time fixed in accordance with rule 19.09.02*(b)*.

Responsibilities of licensees in respect of CCTV equipment

19.09.05 *(a)* A licensee must ensure that an officer or any other person authorised by the Commissioner to install the CCTV equipment is admitted to the premises at a date and time fixed in accordance with rule 19.09.02*(b)*.

(b) A licensee must ensure that –

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(i) the CCTV equipment at all times provides a clear and unobstructed view of bonded goods and activities carried out in respect thereof in areas referred to in rule 19.09.03;

(ii) measures are put in place to safeguard the CCTV equipment and the recording of accurate footage, against tampering, manipulation, interference, damage or destruction by any person or through any event; and

(iii) an officer or any other person authorised by the Commissioner is admitted to the premises –

(aa) to inspect, repair or replace CCTV equipment reported as faulty; or

(bb) to access, check and copy footage stored on the CCTV equipment.

(c) The responsibilities mentioned in paragraphs *(a)* and *(b)* are conditions for licensing.

Offences in relation to CCTV equipment installed in terms of these rules

19.09.06 *(a)* No person may –

(i) tamper or interfere with, manipulate, damage or destroy CCTV equipment or cause tampering or interference with, or the manipulation, damaging or destruction of CCTV equipment;

(ii) tamper or interfere with, manipulate, damage or destroy CCTV recorded footage or cause tampering or interference with, or the manipulation, damaging or destruction of CCTV recorded footage; or

(iii) intentionally obstruct in any way the clear view or accurate recording of footage provided by CCTV equipment of bonded goods and activities carried out in respect thereof in areas referred to in rule 19.09.03.

(b) A person convicted of an offence referred to in –

(i) paragraph *(a)*(i) is liable to a fine not exceeding R8000 or treble the value of the CCTV equipment in respect of

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which the offence was committed, whichever is the greater, or imprisonment for a period not exceeding 1 year or both such fine and imprisonment; and

(ii) paragraph *(a)*(ii) or (iii) is liable to a fine not exceeding R8000 or treble the value of the bonded goods in the customs and excise warehouse at the time the offence was committed, whichever is the greater, or imprisonment for a period not exceeding 2 years or both such fine and imprisonment.

Transitional arrangement in respect of persons who are licensees on the effective date of these rules

19.09.07 *(a)* Any person who is a licensee on the effective date of these rules, must within five working days of delivery by SARS of an e-mail notification informing the licensee of the date and estimated time for installation of CCTV equipment –

(i) confirm, by return e-mail, receipt of the notification and acceptance of the installation date and estimated time specified therein; or

(ii) confirm, by return e-mail, receipt of the notification and, if necessary, on good grounds request a reasonable alternate date and estimated time, which must be within 10 working days from the installation date specified by SARS.

(b) The operation of a current licence is not affected by the date of installation fixed in accordance with paragraph *(a)*.

(c) If a licensee fails to comply with paragraph *(a)*, or fails to admit to the premises an officer or any other person authorised by the Commissioner to install the CCTV equipment at a date and time fixed in accordance with that paragraph, the Commissioner may in terms of section 60(2)*(b)* cancel or suspend the relevant licence.".

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SOUTH AFRICAN REVENUE SERVICE

NO. R. 2216 **1 July 2022**

81/172488
(Z 19E)

PROCLAMATION
BY THE
PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA

REAPPOINTMENT OF THE 2017-2022 PANEL OF TAX COURT MEMBERS

Whereas the persons mentioned in Schedule A to this Proclamation are suitable for reappointment as members of the Tax Courts, established in accordance with the provisions of section 116 of the Tax Administration Act no. 28 of 2011 ("the Act");

Now therefore under the powers vested in me by section 120(3) of the Act, I do hereby reappoint the persons mentioned in Schedule A to this Proclamation as members of the Tax Courts for a further period from 16 April 2022 until 30 June 2022, subject to the provisions of section 120(4) and (5) of the Act.

Given under my Hand and seal of the Republic of South Africa at Johannesburg on this 15 day of June Two Thousand and Twenty Two (2022).

PRESIDENT
By Order of the President-in-Cabinet

MINISTER OF THE CABINET

81/172488

SCHEDULE A
ACCOUNTANT MEMBERS
RE-APPOINTMENTS

GAUTENG

WAJA, YOUNAID

SMITH, MARGRIETHA MARIA

ADAM, BASHIER

BECKWITH, GAVIN

NGWENYA, SIPHIWE ANDREW

VAN DER ZWAN, PIETER

NAIDOO, DHANASAGREE

PADIA, MISHA

SINGH, NATASHA

MAKDA, SUMAYYA

ESAT, ADAM ISMAIL

VENTER, FREDA

DIKOTLA, MANGADI DORIS

FOURIE, CHRISTENE

MAZIBUKO, NJABULO GODFREY

MOLALA, MAMADIGA

MOOSA, HAROON ABDOOL SATAR

KILANI, JACQUELINE LINDELWA

JIYANE, GILLIAN NONHLANHLA

BAIG, ANEESA AHMED

NHLEKO, CYRIL SANDILE

MASHANDA, THULISILE NJAPA

KADER, NAZRIEN

MIA, ZEYN MOHAMED AMEEN

BUTHULEZI, NONHLANHLA M

DU PLESSIS, IZÉL

ELEPHANT, MELANIE

MARITZ, MARIUS JOHANNES

VAN GINKEL, ADOLF LUDWIG

MANGQUKU, LUYANDA MANSFIELD

MOTAUNG, ALINAH MAQUEEN

NAMENG, MOSES TEBOGO
NDZIMANDE, VINCENT BONGANI
NOGE, MOCHELE
PARBHOO, MITHA
PADIA, KUSH
SOMA, ANIEL KANJEE
SCHOLTZ, PETRUS HERMANUS
TEICHERT, EDUARD JAKOB
VAN WYK, MAGIEL FREDERIK
WAINER, HARVEY ELLIOT
MTSETWENI, MIKATEKO LIENTJIE
MOTLHOMA, SEMOLA SARA
KUNENE, PEACE MFUNDO
HLOMUKA, ZINHLE WENDY
MAHLARE, MAUBANE MOSIUWANE
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NEL, PETRUS JOHANNES

KWA-ZULU NATAL

GARACH, DILIPKUMAR ITCHARAM
ADAMS, MARISSA
MITCHELL, KEVIN IAN
SIMJEE, MOHAMED AHMED
PALANEE, SUGANDRAN DHANASEELAN
GANI, GOOLAM MAHOMED AMOD
ABDUL LATIFF, ARSHAD
MULLER, KARL OTTO ERNST
JACOBS, ANULRIC
MANTEL, MICHAEL ANTHONY
ROM, KIM
WESTERMEYER, CARMEN IRENE
MSOMI, SICELO
HLENGWA, LANGELIHLE PERCIVAL NKAZIMULO LIONEL

EASTERN CAPE

HELM, KEVIN KEITH

KEMP, SUSANNA ELIZABETH

VAN ZYL, GIDEON PIETER

FREE STATE

LIEBENBERG, JAKO

WESTERN CAPE

NDUNA, BANTUBONKE

RYBNIKAR, YOLANDA

LAGLER, KARI ANN

HILLIARD, BRIAN ROBERT

LOUW, JAKOBUS JOHANNES NEL

LOUW, SUNEL MERCIA

SURTEES, PETER GEOFFREY

SWIEGERS, JOHANNES GERHADUS

GOUWS, ERNST FREDERICK

HEEGER, PETER JOHN

RABINOWITZ, JULIAN DAVID

WARNEKE, DAVID ALLEN

LEDWABA, TLOU JOSEPH

COMMERCIAL MEMBERS
RE-APPOINTMENTS

GAUTENG

MABUSELA, BESTOS MAKGOBA

MOHALE, TSATSANE ROSE

TEICHERT, ANNA

MOTHIBEDI, BENJI

GOULD, GISELLE CORINA

MATHIBELA, HERBERT BONGANI

VUNDLA, BUNGUZA PETER

NKAMA, ISAAC

LUVUNO, LONDOLOZA LEO

SEOTA, MATSOBANE CHARLES

COETZEE, LEON ANDRÉ

MAKHAKHE, THABO LOUIS VINCENT

MTOMBENI, TANTASWA

TSEKOA, TSEPANG GEORGE

XABA, BANEKA

KHUMALO, MIHLAKAYIFANI PAUL

KEKANA, VINCENT LAWRENCE

MASONDO, NTOKOZO REGINALD

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BRUWER, CHARLENE
JORDAAN, SONJA
ANTHOO, JENNIFER MARY
BAIJOO, VIDYAVRATA
NTSHANGASE, MXOLISI KHAYELIHLE
ZWANE, MBALI NTOMBIZONKE
KONDLO, SONWABILE MVUYISI
DIKO, SAKHUMZI
BHERO, ERNEST
MAKHANYA, ATTWELL SIBUSISO
SIMELANE, THEKU GODFREY

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SMITH, STEPHEN EUGENE
STEPHAN, PETER
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MINING ENGINEER

KOELMANS, REINIER GERHARDUS
MAZUBANE, NTOMBIFUTHI
MAHANGE, GOMOLEMO
MTEGHA, HUDSON
TAKALANI, DZIVHULUWANI

SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 2216 **1 Julie 2022**

(Z 19E)

PROKLAMASIE
VAN DIE
PRESIDENT VAN DIE REPUBLIEK VAN SUID-AFRIKA

HERAANSTELLING VAN LEDE VAN DIE 2017 – 2022 PANEEL VAN BELASTINGHOWE

Aangesien die persone genoem in Bylae A by hierdie Proklamasie geskik is vir heraanstelling as lede van die Belastinghowe, ingestel kragtens die bepalings van artikel 116 van die Belasting Administrasiewet, 2011 (Wet no. 28 van 2011) ("die Wet");

Heraanstel ek hierby, kragtens die bevoegdheid aan my verleen by artikel 120(3) van die Wet, die persone in Bylae A by hierdie Proklamasie genoem, as lede van die genoemde Belastinghowe, vanaf 16 April 2022 tot 30 Junie 2022, behoudens die bepalings van artikel 120(4) en (5) van die Wet.

Geteken te Johannesburg op hierdie 15 dag van Junie, Tweeduisend-en-Twee-en-Twintig (2022).

PRESIDENT
By opdrag van die President-in-Kabinet

MINISTER VAN DIE KABINET

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