

SCHEDULE

SICK PAY FUND AGREEMENT

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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;
 LRI 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;

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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);

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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.

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"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, converters, 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

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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;

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- (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;

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- (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.

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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, Automot, Portnet, Transtel, Transwerk, Promet, 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 Nkomo Agreement as well as a learner in terms of chapter IV of the Skills Development Act, No.97 of 1998;

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"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.

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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) A 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) 870-2009.

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(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.

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(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**

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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.

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- (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 his employer

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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;
 - (iv) 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 (5)(a), a member-
 - (i) 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
 - (ii) 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

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(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.

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- (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 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

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- (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).

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- (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.

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

(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.

e 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;

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- (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.

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- (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 8890
 Tel: (011) 639 8033
 Email: convenor@meties.co.za

- (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.

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- (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: _____

Association of Metal Service Centres of South Africa;

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SIGNATURE:

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Cape Engineers' and Founders' Association;

SIGNATURE:

Mr Jutholl and

DATE:

24 June 2021

Constructional Engineering Association (South Africa);

SIGNATURE:

C. Ganeiro

DATE:

21/06/2021

Consolidated Employer's Organisation;

SIGNATURE:

DATE:

Eastern Cape Engineering and Allied Industries Association (ECEAIA);

SIGNATURE:

CP

DATE:

25-06-2021

Electrical Engineering and Allied Industries' Association;

SIGNATURE:

R. H. H. H.

DATE: 2021-06-21

Electrical Manufacturers Association of South Africa;

SIGNATURE:

W. F. F.

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W. F. F.
B
W. F. F.
T. F.
W. F. F.

Federated Employers Organisation of South Africa (FEDSA):

SIGNATURE:

DATE: _____

Gate and Fence Association:

SIGNATURE:

DATE:

28/6/2021

Hand Tool Manufacturers' Association (HATMA):

SIGNATURE:

DATE:

23.6.202

Iron and Steel Producers' Association of South Africa;

SIGNATURE:

DATE: _____

28-6-2021

KwaZulu Metal 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:

South Africa;

SIGNATURE: Eliss Monareng

DATE: 24/06/2021

National Employers' Association of South Africa (NEASA);

SIGNATURE: [Signature]

DATE: 31/5/2021

Non-Ferrous Metal Industries' Association of South Africa;

SIGNATURE: [Signature]

DATE: 22.06.2021

Plastics Converters Association of South Africa (PCASA);

SIGNATURE: [Signature]

DATE: 10/6/2021

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

SIGNATURE: [Signature]

DATE: 24/06/21

South African Electro-Plating Industries Association;

SIGNATURE: [Signature]

DATE: 23/6/2021

South African Engineers' and Founders' Association;

SIGNATURE: [Signature]

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 [Other signatures and initials]

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:

DATE:

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Plessis

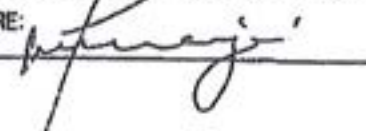
Digitally signed by Pam du Plessis
DN: cn=Pam du Plessis,
o=Invincible Valves, ou=Managing
Director,
email=pamdp@involve.co.za, c=ZA
Date: 2021.06.21 18:15:53 +02'00'

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: 



DATE: 17 / 06 / 2021

Solidarity / Solidariteit

SIGNATURE:

 F.H. VAN HEERDEN

DATE: 09/06/2021

United Association of S.A. (UASA)

SIGNATURE:

 R. Gilder

DATE: 4/06/2021

National Union of Metalworkers' of South Africa (NUMSA)


SIGNATURE:



DATE: 09/06/2021

S.A. Equity Workers' Association (SAEWA)

SIGNATURE:



DATE: 09-06-2021

