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.

(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;

(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

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.

_____

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:

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

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:

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. QA.