

SCHEDULE

MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

ADMINISTRATIVE COLLECTIVE AGREEMENT

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

Retail Motor Industry Organisation – RMI

and the

Fuel Retailers' Association of Southern Africa

(hereinafter referred to as the “employers” or the “employers’ organisations”), of the one part, and the

National Union of Metalworkers of South Africa

and

MOTOR INDUSTRY STAFF ASSOCIATION (MISA)

(hereinafter referred to as the “employees” or the “trade unions”), of the other part,

being parties to the Motor Industry Bargaining Council – MIBCO,

to amend the Administrative Collective Agreement published under Government Notice No. R.1034 of 20 October 2006, as re-enacted, amended and extended by Government Notices Nos. R.487 of 8 June 2007, R.800 of 31 August 2007, R.1029 of 2 November 2007, R.1208 of 21 December 2007, R.1035 of 3 October 2008 and R.881 of 4 September 2009..

1. CLAUSE 1 - SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed in the Motor Industry -
 - (a) throughout the Republic of South Africa;
 - (b) by the employers and the employees in the Motor Industry who are members of the employers' organisations and the trade unions, respectively.

- (2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall apply to -
 - (a) apprentices only in so far as they are not inconsistent with the provisions of or any conditions fixed under the Manpower Training Act, 1981, and learners in terms of Chapter IV of the Skills Development Act, Act No. 97 of 1998; and
 - (b) trainees undergoing training under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of or any conditions fixed under that Act.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in operation for the period ending 31 January 2011.

3. CLAUSE 11 – RETURNS TO THE COUNCIL

- (1) In subclause (5) substitute the expression “ R2,50” for the expression “ R2,35”.

4. CLAUSE 16 - CONTINGENCY RESERVE

- (1) Substitute the following for this clause

“(1) Leave pay, holiday bonus and additional holiday pay in the possession of the Council and unclaimed by the beneficiaries after the expiration of three years from the date of receipt shall be paid -

(a) to Contingency Reserve A where the beneficiary is eligible for membership of the Motor Industry Staff Association (MISA); and

(b) to Contingency Reserve C, where the beneficiary is eligible for membership of the National Union of Metalworkers of South Africa.

- (2) *Contingency Reserves A and `C' (hereinafter referred to as the `Reserves') shall be utilised for the benefit of employees in the Industry as the Council may determine: Provided that -*

- (i) *any such leave pay or additional holiday pay or part thereof as the Council may regard as being in excess of what is required to finance the Reserves shall be forfeited to the Council;*
 - (ii) *any leave pay or additional holiday pay that has been forfeited to the Council or paid to the Reserves in terms of this subclause, and that is subsequently claimed by the beneficiary, may be paid out at the discretion of the Council;*
 - (iii) *subject to proviso (ii), any money forfeited to the Council shall, in the case of a beneficiary who was a member of either the Motor Industry Staff Association (MISA) or the National Union of Metalworkers of South Africa, be credited separately in the books of account of the Council in accounts to be styled the "A" Contingency Account or "C" Contingency Account respectively.*
- (3) *The Reserves shall be administered by the Council in accordance with principles formulated by the Council and a copy of the memorandum containing such principles and particulars of any amendments shall be lodged with the Director-General of Labour.*
- (4) *In the event of the dissolution of the Council. any moneys standing to the credit of the Reserves shall at the time of such dissolution be deemed to constitute part of the Council's cash assets and shall be dealt with accordingly: Provided that in the case of Contingency Reserve A such moneys shall be paid into any Benefit Fund*

established on behalf of the Motor Industry Staff Association (MISA) in terms of Clause 4 of its Constitution and approved by the Registrar of Labour Relations.

- (5) *Subject to the provisions of subclause (4) of this clause, in the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Reserves shall continue to be administered in terms of subclause (3): Provided that if another agreement for the industry is not negotiated within a period of two years after such expiration or cessation, any moneys standing to the credit of the Reserves shall be forfeited to the Council.*

- (6) *The cost of administering the Reserves referred to in this clause and the special Leave Pay Account referred to elsewhere in this Agreement shall be borne by the Council, which may at its discretion invest any of the funds on hand with an approved bank and/or building society, and any interest accruing from such investment shall be retained by the Council to defray costs of administration of the Reserves and of the said Special Leave Pay Account.”*

SIGNED AT RANDBURG ON BEHALF OF THE PARTIES, THIS DAY OF

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B. CELE
PRESIDENT OF THE COUNCIL

.....
J.J. OLIVIER
MEMBER OF THE COUNCIL

.....
W. SCHRÖEDER
GENERAL SECRETARY OF THE COUNCIL