

## **PLEASE NOTE:**

1. Consolidated Main Collective Agreement published in Government Gazette No. 23421, Government Notice No. R.697 on 31 May 2002 with effect from 10 June 2002.
2. Amending Agreement published in Government Gazette No. 24482, Government Notice No. R.253 on 21 February 2003 with effect from 28 February 2003.
3. Amending Agreement published in Government Gazette No. 25497, Government Notice No. R.1345 on 26 September 2003 effective from 29 September 2003.
4. Amending Agreement published in Government Gazette No. 27007, Government Notice No. R. 1362 dated 26 November 2004 effective from 6 December 2004.
5. Expiry date of Collective Main Agreement : 31 August 2007
6. Consolidation of Collective Main Agreement prepared by National Office **20 November 2006.**

## **SCHEDULE**

### **MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO**

#### **MAIN 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 South Africa - FRA**

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

**National Union of Metalworkers of South Africa - NUMSA**

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

## **PREAMBLE**

### **1. 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 Act, and shall remain in force until 31 August 2007

### **2. MINIMUM TERMS AND CONDITIONS**

Unless stated otherwise in this Agreement, it is agreed that where a particular sector has negotiated actual and/or guaranteed wage increases or any other conditions of employment, then there can be no plant level negotiations on those employment conditions or wages negotiated nationally.

### **3. APPLICATION OF THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT No. 75 OF 1997)**

The Parties agree that whenever any amendments are effected to the Sections identified by Section 49(1) of the Basic Conditions of Employment Act (Act No. 75 of 1997), all corresponding clauses in this Agreement must be amended accordingly.

### **4. PEACE CLAUSE**

The Parties agree not to embark on and/or participate in any form of industrial action as a result of any dispute on any wage and/or salary adjustments and other conditions of employment relating to any sector or chapter in this Agreement: Provided that an employer has implemented the wage and/or salary adjustments and other agreed conditions of employment matters on or before promulgation. Participation in any form of industrial action after promulgation of wage and/or salary adjustments and agreed conditions of employment shall be unprotected.

## **DIVISION A**

### **DEFINITIONS AND PROVISIONS WHICH APPLY TO ALL ESTABLISHMENTS IN THE INDUSTRY**

#### **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 as it existed prior to the commencement of the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993);
  - (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.
- (3) (a) Notwithstanding the provisions of subclauses (1) and (2), the provisions of the Agreement as set out in the Schedule to this subclause shall apply only to employees for as long as their weekly or monthly remuneration, excluding commission on sales, exceeds the rate of R91 341 per annum in Area A and R77 589 per annum in other areas.

## **SCHEDULE**

### **ADMINISTRATIVE AGREEMENT**

Clause 5	-	Deductions from Earnings
Clause 13	-	Employees' Representatives on the Council
Clause 14	-	Prohibition of Cession of Benefits

### **MAIN AGREEMENT - DIVISION A**

Clause 2	-	Definitions
Clause 3	-	Termination of Service
Clause 4	-	Outwork

Clause 5	-	Piece Work and Commission Work
Clause 8	-	Travelling Allowances
Clause 11	-	Sick Leave
Clause 13	-	Retrenchment Pay
Clause 15	-	Desertion
Clause 16	-	Damage to Vehicles or Loss of Property or Assets
Clause 17	-	Public Holidays
Clause 26	-	Annual Leave and Accrued Leave Pay
Clause 31	-	Maternity Leave
Clause 33	-	Payment of Earnings
Clause 35	-	Certificate of Service

- (b) Notwithstanding the provision of sub-clause (3)(a) of this clause or any other provisions to the contrary, employees earning in excess of R91 341 per annum in Area A or R77 589 in any other Area, excluding commission on sales, shall not be required to work overtime other than on a voluntary basis, free from any form of coercion, intimidation or victimisation.
- (4) Notwithstanding the provisions of sub-clause (3) of this clause, the provisions of clause 11 of the Administrative Agreement shall apply to employees who are members of the MISA/SAMU or the National Union of Metalworkers of South Africa, regardless of their earnings.
- (5) The provisions of clause 27 (10) of this Division shall be applicable to all employees receiving up to R7 611,75 per month (R1 756,55 per week) excluding commission on sales in Areas A and R6 465,75 per month (R1 492,10 per week) excluding commission on sales in other areas.
- (4) Clause 1 of the Preamble, Clauses 17(1)(b), 17(4) of Division A, Clause 1(3) of Division B, Clause 4(7) of Chapter II of Division C, Clause 4(6) of Chapter III of Division C and the proviso to Clause 1 of Division D and Clause 3(4) of Division D of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.

## CLAUSE 2 - DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females; further, unless inconsistent with the context -

**"accessory shop"** means any establishment or part of an establishment wherein, whereon, or wherefrom are sold or offered for sale by wholesale or retail, any new and used spares, replacement parts or accessories for the repair of or addition to any motor vehicle;

**"Act"** means the Labour Relations Act, 1995 (Act 66 of 1995);

**"Administrative Agreement"** means the Agreement entered into between the parties published in terms of Government Notice R557 of 22 June 2001 and any subsequent renewals thereof and/or amendments thereto;

**"apprentice"** means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981, and includes a minor employed on probation in terms of that Act as well as a learner in terms of Chapter IV of the Skills Development Act, 97 of 1998;

**"Area A (EC)"** means the Magisterial District of East London, the municipal areas of Despatch, Port Elizabeth and Uitenhage;

**"Area B (EC)"** means the Magisterial Districts of Aberdeen, Adelaide, Albany, Albert, Alexandria, Aliwal North, Barkly East, Bathurst, Bedford, Calitsdorp, Cathcart, Colesberg, Cradock, Elliot, Fort Beaufort, George, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Indwe, Jansenville, Joubertina, King William's Town, Kirkwood, Knysna, Komga, Lady Grey, Maclear, Middelburg (C.P.), Molteno, Mosselbay, Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth (excluding the municipal area of Port Elizabeth), Queenstown, Somerset East, Sterkstroom, Steynsburg, Steytlerville, Stockenström, Stutterheim, Tarka Uitenhage (excluding the municipal area of Uitenhage), Uniondale, Venterstad, Willowmore and Wodehouse;

**"Area A (KZNL)"** means the Magisterial Districts of Chatsworth, Durban, Pietermaritzburg and Pinetown and the municipal areas of Ladysmith, Newcastle and Umhlanga Rocks;

**"Area B (KZNL)"** means the districts and areas in the Province of Kwazulu Natal not referred to in Area A (KZNL), and the Magisterial District of Mount Currie;

**"Area A (FS & NC)"** means the Magisterial District of Bloemfontein and the municipal areas of Kimberley, Sasolburg and Welkom;

**"Area B (FS & NC)"** means the Province of the Free State, excluding those districts and areas referred to in Area A (FS & NC), and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafikeng, Phillipstown, Postmasburg, Prieska, Upington, Vryburg and Warrenton [but excluding those municipal areas included in Area A (FS & NC)];

**"Area A (Highveld)"** means the Magisterial Districts of Oberholzer, Randfontein and Westonaria, and the municipal areas of, Alberton, Bedfordview, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Gauteng), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Meyerton, Midrand, Nigel, Potchefstroom, Randburg, Roodepoort-Maraisburg, Sandton, Springs, Vanderbijlpark and Vereeniging;

**"Area B (Highveld)"** means the Magisterial Districts of Amersfoort, Amsterdam, Balfour, Bethal, Bloemhof, Breyten, Christiana, Coligny, Davel, Delareyville, Delmas, Ermelo, Fochville, Heidelberg, Lichtenburg, Nigel, Orkney, Ottosdal, Piet Retief, Pongola, Schweizer Reneke, Standerton, Stilfontein, Volksrust, Wolmaransstad, Wakkerstroom, and the municipal areas of Amalia, Armadene, Bank, Biesiesvlei,

Bosfontein, Claudina, Chrissiesmeer, Dasville, De Deur, Devon, Ebner-on-Vaal, Eendracht, Eikenhof, Eloff, Evander, Evaton, Glenharvie, Gollel, Grasmere, Greylingstad, Grootvlei, Hartebeesfontein, Hekpoort, Holmdene, Kinross, Klipdrift, Kliprivier, Klipvalley, Leeudoringstad, Leslie, Lothair, Magaliesberg, Makokskraal, Makwassi, Migdol, Moolman, Moosrivier, Morgenzon, Muldersdrift, Paardekraal, Perdekop, Plat Rand, Redan, Residensia, Rykaartspas, Sannieshof, Sibasa, Sundra, Sebokeng, Trichardt, Val, Van Wyksrust, Venterspost, Vermaas, Welbekend, Welverdiend, Walkerville, Zuurbekom, but excluding those Districts and Areas referred to in Area A (Highveld).

**"Area A (Northern Region)"** means the Magisterial Districts of Akasia, Middelburg (Mpumalanga), Nelspruit, Pietersburg, Potgietersrus, Pretoria, Rustenburg, Centurion and Witbank.

**"Area B (Northern Region)"** means the Magisterial Districts of Barberton, Belfast, Brits, Bronkhorstspuit, Carolina, Cullinan, Eerstehoek/Badplaas, Ellisras, Groblersdal, Koster, Letaba (includes Tzaneen), Lydenburg, Marico (includes Zeerust), Messina, Moutse, Phalaborwa, Pilgrims Rest (includes Graskop and Sabie), Sibasa, Soshanguve, Soutpansberg (includes Louis Trichardt), Swaruggens, Thabazimbi, Warmbaths, Waterval Boven, White River and Waterberg (includes Nylstroom), but excluding those Districts and Areas referred to in Area A (Northern Region) and the Areas as it existed prior to the proclamation of the Constitution of the Republic of South Africa, 1993;

**"Area A (WP)"** means the Magisterial Districts of Bellville, Goodwood, Kuils River, Simon's Town, The Cape and Wynberg, and the municipal areas of Paarl, Somerset West, Stellenbosch and Strand;

**"Area B (WP)"** means the Magisterial Districts of Beaufort West, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (C.P.), Hermanus, Hopefield, Ladismith, Laingsburg, Malmesbury, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Alfred, Riversdale, Robertson, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston and Worcester, but excluding those municipal areas referred to in Area A (WP);

**"auto body repair shop"** means an establishment or part of an establishment in which the activities carried out are mainly or exclusively the assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning of chassis and/or bodies of motor vehicles;

**"automotive engineering establishment"** means an establishment or clearly defined part of an establishment in which the main exclusive activity is automotive engineering including re-machining;

**“Auto valet establishment”** means an establishment associated with filling and/or service stations forming part of the same enterprise within the Motor Industry wherein the under-mentioned activities pertaining to motor vehicles in or on the premises of such establishment are carried out:

- (a) Steam cleaning of chassis/or engines;
- (b) Washing and/or polishing of the exterior/body;
- (c) Vacuuming and/or cleaning of upholstery and/or interior;
- (d) Painting and/or polishing of tyres; and
- (e) Driving and/or parking of vehicles on premises of a valet establishment.

**"battery reconditioning, repairing and servicing establishment"** means any establishment or part thereof, other than a battery manufacturing establishment, which is engaged in the diagnosing of battery faults, recharging and repairing of storage batteries, and reassembling of storage batteries and/or their component parts;

**"casual employee"** means any employee who is temporarily or casually employed by the same employer -

- (a) for not longer than 24 hours, continuous or otherwise, in any one month on any of the duties as defined in the Agreement;
- (b) for not longer than 104 days in the aggregate in any year if such employee is a student;

**"Chapter I establishment"** means an establishment which is not registered under either Chapter II, III, IV or V of Division C of this Agreement;

**"Chapter II establishment"** means a vehicle body building establishment registered as such in terms of Chapter II of Division C of this Agreement;

**"Chapter III establishment"** means a component manufacturing establishment, registered as such in terms of Chapter III of Division C of this Agreement;

**"Chapter IV establishment"** means an automotive engineering establishment, registered as such in terms of Chapter IV of Division C of this Agreement;

**"Chapter V establishment"** means a component reconditioning establishment, registered as such in terms of Chapter V of Division C of this Agreement;

**"coach finished bodies"**, in relation to an operative, Grade DV, means bodies, cabs, trailers or superstructures of vehicles on which filling and/or stopping up and/or rubbing down are done preparatory to the application of finishing coats;

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

**"earnings"** means any payment made or owing to any employee (including all allowances and/or commission) that arises in any manner whatsoever out of his employment;

**"emergency work"** means work -

- (a) connected with the recovery of broken-down vehicles or vehicles involved in accidents;
- (b) necessary -
  - (i) to enable a motorist en route whose vehicle has broken down, to resume his journey;
  - (ii) to enable a motorist to commence a journey which, because of unforeseen circumstances, cannot be delayed;
  - (iii) to permit the rendering of essential services such as sanitation services, public transportation services, maintenance or repair of factory machinery and/or agricultural motor vehicles, the supply or distribution of perishable foodstuffs, travelling by medical practitioners for the performance of their work, or services of a similar nature;

**"establishment"** means any premises or part thereof wherein or whereon the Industry, or any part thereof, as defined in this Agreement, is carried on;

**"Exemption Board"** means the Board establishment by the Council in terms of section 32 of the Act, to consider appeals from non-parties against a refusal of a non-party's application for exemption from the provisions of this Agreement and the withdrawal of such an exemption by the Council;

**"experiential student"** means an employee employed by a workshop in order to provide him with experiential learning; provided –

- (a) records are kept by the employer;
- (b) first year apprentice wages are paid;
- (c) student must submit proof of registration at an educational institution;
- (d) employer has MERSETA accreditation; and
- (e) employment will be limited to a six month period in any 12 months."

**"filling and/or service station"** means an establishment or that part of an establishment used mainly or exclusively for the retail sale of fuel and/or oil and/or for the lubricating and/or washing and/or polishing of motor vehicles;

**"grade 1 employee"** means an employee who is employed in one or more of the following categories:

- char
- forecourt attendant;
- parking garage attendant

**"grade 2 employee"** means an employee employed in one or more of the following categories:

- Driver of motorcycle and scooter;



general operative;  
general worker;  
grade D employee;  
vulcaniser's operative, without wheelbalancing;

**"grade 3 employee"** means an employee who is employed in one or more of the following categories:

Battery repairer;  
chopper out;  
driver of motor vehicles with a gross vehicle mass of up to 3 500 kg, including forklifts and tractors;  
new motor vehicle, motorcycle and tricycle assembler;  
operative gearbox dismantler;  
operative, grade 1;  
operative, grade C;  
scooter worker;

**"grade 4 employee"** means an employee who is employed in one or more of the following categories:

Cutter;  
operative exhaust fitter;  
operative, grade 2;  
operative, grade 3;  
operative, grade AR;  
operative, grade B;  
operative, grade BR;  
operative sunroof fitter;  
operative upholsterer;  
operative wheelbalancer;  
pattern cutter maker;  
supervisor, grade 3;  
vulcaniser's operative with wheelbalancing;

**"grade 5 employee"** means an employee employed in one or more of the following categories:

Armature winder;  
auto electrician's assistant;  
body shop assistant;  
brake drum skimmer;  
clutch cover assembly setter;  
diesel pumproom assistant;  
driver of motor vehicles with a gross vehicle mass of over 3 500 kg;  
motorcycle mechanic's assistant;  
operative airconditioner fitter;  
operative, grade 4;  
operative, grade 5;  
operative, grade BV;  
operative, grade CR;

operative, grade CV;  
operative, grade DV;  
operative radio/alarm fitter;  
operative supervisor;  
quality controller;  
radiator repairer;  
repair shop assistant;  
seaming machinist;  
supervisor;  
supervisor, grade 4;

**"grade 6 employee"** means an employee who is employed in one or more of the following categories:

clutch and brake operative;  
machine setter;  
operative, grade A;  
senior quality controller;  
supervisor, grade 5;  
wheel alignment worker;

**"grade 7 employee"** means an employee who is employed in one or more of the following categories:

B/A journeyman;  
exempted journeyman;  
operative engine assembler;

**"grade 8 employee"** means an employee who is employed in one or more of the following categories:

Journeyman;  
service supply salesman;

**"hourly wage"** means an employee's weekly wage divided by 45 in the case of employees other than part-time employees and by the number of ordinary hours worked in any one week in the case of part-time employees;

**"journeyman"** means a person who performs journeyman's work and who-

- (a) has served an apprenticeship in a designated trade in accordance with the requirements of the Manpower Training Act, 1981, or in accordance with a written contract approved by any Regional Council; or
- (b) is in possession of a Grade A membership card issued by MISA/SAMU or the National Union of Metalworkers of South Africa; or
- (c) is in possession of a certificate issued to him in terms of the Manpower Training Act, 1981; or
- (d) is in possession of an identity card issued by the Regional Council;

**"journeyman's work"** means work in any designated trade (in terms of the Manpower Training Act, 1981), in connection with the activities covered by the definition of 'Motor Industry', and as used in clause 2(47) of this Division means any of the operations carried on in motor vehicle, engine or components repairing or servicing establishments, or in vehicle body building establishments, or in motor vehicle component, manufacturing or reconditioning establishments, and which are not permitted in terms of this Agreement to be performed by any class of employee other than a journeyman;

**"manufacturing establishment"** means an establishment or clearly defined part of an establishment in which motor vehicle parts and/or spares and/or accessories and/or components are fabricated;

**"marking off"** means the operation of marking any material from a pattern or template;

**"motor graveyard and/or motor scrapyards"** means an establishment wherein motor vehicles are broken up and used spare parts obtained therefrom and wherein, whereon and wherefrom such used spare parts are sold either alone or in conjunction with new spare parts and/or accessories;

**"Motor Industry" or "Industry"**, without in any way limiting the ordinary meaning of the expression and subject to the provisions of any demarcation determination made in terms of section 62 of the Labour Relations Act, 1995, includes -

- (a) assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, re-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;
- (b) automotive engineering;
- (c) auto valet establishments;
- (d) repairing, vulcanising and/or retreading tyres;
- (e) repairing, servicing and/or reconditioning batteries for motor vehicles;
- (f) the business of parking and/or storing motor vehicles;
- (g) the business conducted by filling and/or service stations;
- (h) 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 part of an establishment wherein is conducted the assembly of or repairs to motor vehicles;

- (i) the business of motor graveyards;
- (j) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;
- (k) vehicle body building;
- (l) the sale of tractors, agricultural and irrigation equipment (not connected with the manufacture thereof) in the Republic of South Africa, but excluding the Magisterial District of Kimberley, in respect of the sale of:
  - (i) agricultural and irrigation equipment; and
  - (ii) tractors, except when undertaken by establishments substantially engaged in the sale and/or repair of other motor vehicles.

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; and

**'motor vehicle'** means any wheeled conveyance propelled by mechanical power (other than steam) or electrically and designed for haulage and/or for the transportation of persons and/or goods and/or loads and includes trailers and caravans but does not include any equipment designed to run on fixed tracks, trailers designed to transport loads of 27 273 kg or over, or aircraft; and

**'vehicle body building'** means any or all of the following activities carried on in a vehicle body building establishment, but does not include vehicle body building done by assembly establishments incidental to the assembling of motor vehicles:

- (a) The construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;
- (b) 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;
- (c) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;
- (d) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;

- (e) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or superstructure;
- (f) building of trailers, but not including the manufacture of wheels or axles therefor;
- (g) all operations incidental to or consequent upon the activities referred to in paragraphs (a), (b), (c), (d), (e) and (f).

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

- (a) 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, or the sale of motor spare parts and accessories by assembly establishments from such establishments;
- (b) 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;
- (c) the manufacturing and/or maintenance and/or repair of -
  - (i) civil and mechanical engineering equipment, and/or parts thereof, whether or not mounted on wheels;
  - (ii) agricultural equipment or parts thereof; or
  - (iii) equipment designed for use in factories and/or workshops:

Provided that for the purposes of (i), (ii) and (iii), 'equipment' shall not be taken to mean motor cars, motor lorries and/or motor trucks;

  - (iv) motor vehicle or other vehicle bodies and/or superstructures and/or parts or components thereof made of steel plate of 3,175 mm thickness or thicker 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;
- (d) assembly establishments, ie establishments wherein motor vehicles are assembled from new components on an assembly line and includes the manufacture and/or fabricating of any motor vehicle parts or includes the manufacture and/or fabricating of any motor vehicle parts or components when carried on in such establishments, but shall not include vehicle body building, except in so far as it is carried on incidental to the assembly of motor vehicles, other than caravans and trailers;

**"office, stores, sales and clerical employees"** means employees for whom wages

are prescribed in Division B of this Agreement;

**"parking and/or storing motor vehicles - business of"** means any business carried on for profit wherein cars are received for storage, whether for short or long periods and whether or not the establishment or such business is open 24 hours per day or less;

**"piece-work"** means any system by which earnings are based solely on quantity or output of work done;

**"qualified"**, in relation to employees set out in the Schedule hereunder, means employees who have had not less than the periods of experience set out in the Schedule:

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- (a) Shop assistant, sales person and/or clerical employee: three years;
- (b) motor vehicle sales person and/or traveller: One year;
- (c) supply sales person: Three years;

**"reconditioning establishment"** means an establishment registered as such by the Council in terms of Chapter V of Division C of this Agreement;

**"Region EC"** means those areas defined as 'Area A (EC)' and 'Area B (EC)';

**"Region KZNL"** means the Province of Kwazulu Natal as it existed prior to the promulgation of the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993), and the Magisterial District of Mount Currie;

**"Region FS & NC"** means those areas defined as 'Area A (FS & NC)' and 'Area B (FS & NC)';

**"Region Highveld"** means those areas defined as 'Area A (Highveld)' and 'Area B (Highveld)';

**"Region Northern"** means those areas defined as 'Area A (Northern Region)' and 'Area B (Northern Region)';

**"Region WP"** means those areas defined as 'Area A (WP)' and 'Areas B (WP)';

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

**"relief employee"** means an employee who is temporarily employed -

- (a) for a period of not more than 42 days in any period of six months for the purposes of carrying out the duties of an employee who is absent from work, or to provide additional labour during peak holiday seasons; or
- (b) for a period of not more than six months in any year for the purposes of

carrying out the duties of an employee who is on maternity leave, extended sick leave, educational leave or skills development courses or, with consent obtained administratively from the Council, is absent with the permission of the employer;

**"repetition work"** means work performed by an employee constantly engaged on one or more repetitive processes;

**"Sector 1"** means **manufacturing establishments**, i.e. vehicle body builders; trailers and caravan manufacturers and warranty repairs; vehicle components and accessories; fibreglass component manufacturers, repairs and sales;

**"Sector 2"** means **remanufacturing (production) establishments**, i.e. component remanufacturers; brake, clutch and radiator remanufacturers; drive-train remanufacturers; and steering remanufacturers;

**"Sector 3"** means **Reconditioning establishments**, i.e. automotive engineers; fuel injection/diesel pumps; gearbox/transmission; turbochargers; and spring-smiths;

**"Sector 4"** means **service and repair establishments**, i.e. motor cycle sales and repairers; battery sales and repairers; tyre sales, repairs and wheel alignment, tyre re-treaders; exhaust, tow-bar and shock-absorber fitters; radio, alarms and immobilizer fitters; sun roof fitters; air-conditioning fitters; body repairers; upholsterer and motor trimmers, auto electrical repairers; auto valet and steam cleaners; prop-shafts and CV joints repairers; motor plastic component repairers, glass fitters; carburetor sales and repairers; drive-train fitters and repairers; steering fitters and repairers; motor vehicle, bus, truck and tractor repairers;

**"Sector 5"** means **fuel dealers, service stations and related establishments**;

**"Sector 6"** means **dealers sales and distribution establishments**, i.e. used motor vehicle, bus truck and tractor sales and repairers; franchised motor vehicle, bus, truck, tractors and parts sales and repairers; caravan sales and repairers; and agricultural equipment sales and repairers;

**"Sector 7"** means **automotive parts, accessories, equipment and tools establishments**, i.e. motor parts, accessories, equipment and tools; auto-breakers and used parts dealer establishment;

**"senior managerial employee"** means an employee who has the authority to hire and discipline and/or dismiss employees and/or represent the employer internally and externally and/or directs the activities of other employees and/or is responsible for the flow of work in a department and/or branch;

**"shift"** means the number of hours, excluding overtime, which an employer is permitted to work his employees on any day in the normal course of employment;

**"short-time"** means a temporary reduction in the number of ordinary hours of work owing to slackness or the exigencies of trade, shortage of material, a general breakdown of plant or machinery caused by accident, or other unforeseen contingency

and/or circumstances beyond the employer's control, stock-taking or stoppage of work granted at the request of a majority of the employees in the establishment or part thereof;

**“suspension fitter (grade 7)”** means an employee who is certified a “suspension fitter” by a training centre accredited by MERSETA and who mainly or exclusively removed and replaced MacPherson struts and related suspension components in a suspension workshop accredited by the Council;

**“suspension workshop”** means an establishment accredited by the Council in terms of the criteria for “suspension workshops” prescribed in Annexure D to this Agreement;

**“timekeeper”** means an employee who is mainly or exclusively engaged in the compilation of job labour costs, pay-roll preparation and clerical work connected with the labour force of any establishment;

**“unqualified employees”** means employees who have had less than the periods of experience stipulated for qualified employees of their respective classes;

**“vehicle body building establishment”** means any establishment in, on or from which vehicle body building is carried on;

**“vulcanising establishment”** means any establishment in, on or from which the repairing, vulcanising and/or retreading of tyres is carried on;

**“wage”** means the amount of money payable to an employee in respect of his ordinary hours of work as prescribed in this Agreement:

Provided that -

- (a) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in this Agreement for such employee, it shall mean such higher amount;
- (b) the provisions of proviso (a) to this definition shall not be construed so as to refer to or include any remuneration which an employee who is employed on any piece-work or commission basis provided for in clause 5 of Division A received over and above the amount which he would have received if he had not been employed on such basis;

**(Note** - The amount of money payable to an employee is prescribed in clause 3 of Division B, clause 3 of Chapter I of Division C, clause 4 of Chapters II, III, IV and V of Division C, and his ordinary hours of work are prescribed in clause 18 of this Division);

**“watchman”** means an employee primarily occupied on -

- (a) guarding the premises and/or goods of the employer; and/or
- (b) controlling the access to and departure from the premises of his employer of persons as indicated by such employer; and/or



- (c) keeping a written log of access and departure as contemplated in subparagraph (b) above; and/or
- (d) on the instructions of his employer, carrying out the physical searching of any person or vehicle entering or leaving his employer's premises;

**"week"** means -

- (a) for the purposes of clause 11 (Returns to the Council), a period of seven consecutive days commencing at midnight on a Sunday;
- (b) for the purposes of the remaining clauses of this Agreement, a period of seven consecutive days;

**"workshop administrative staff"** means clerical and/or spares sales employees employed mainly in conjunction with any of the activities specified in paragraphs (a), (b), (c) and (l) of the definition of 'Motor Industry';

**"workshop employee"** means any employee, other than a char, general worker or forecourt attendant for whom wages are prescribed in -

- (a) clause 3 of Chapter I of Division C;
- (b) clause 4 of Chapters II, III, IV and V of Division C;

### **CLAUSE 3 - TERMINATION OF SERVICE**

- (1) An employer or his employee for whom wages are prescribed in this Agreement, except for employers and employees covered in terms of Division B of this Agreement, who gives notice to terminate a contract of employment shall give not less than one day's notice in the first week of employment and after the first week of employment, not less than one week in the case of weekly-paid employees and two weeks in the case of monthly-paid employees:

Provided that an employer or employee may terminate the contract without notice by paying or forfeiting to the employee/employer, as the case may be, an amount equal to that which the employee is earning during a week at the time of such termination:

Provided further that this sub-clause shall not affect -

- (a) the right of an employer or employee to terminate the contract without notice for misrepresentation or any cause recognised by law as sufficient;
- (b) a written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

- (c) the right of an employer to claim whatever notice forfeiture is applicable in the case of an employee who deserted:

Provided further that where the earnings of an employee at the date of termination have been reduced by deductions in respect of short-time the expression "is earning during a week at the time of such termination" shall be deemed to mean "would have received at the time of such termination if no deductions had been made in respect of short-time".

- (2) Where there is an agreement in terms of the second proviso to sub-clause (1), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.
- (3) The notice prescribed in sub-clause (1) may be given on any work-day and shall take effect from the day on which it is given: Provided that -
  - (i) the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on annual leave or any period of military service;
  - (ii) notice shall not be given during an employee's absence on sick leave granted either in terms of clause 11 of Division A or any sick fund scheme conducted by the Council unless such employee is permanently unfit for normal work.
- (4) Notwithstanding anything to the contrary contained in this Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to in sub-clauses (1) and (2) above, the employer shall be entitled to recover such amount from other benefits (if any) accruing to such employee at the time of his desertion.
- (5) (a) Notice of termination of a contract of employment must be given in writing except when it is given by an illiterate employee.  
(b) If an employee who receives notice of termination indicates to his employer that he is not able to understand it, the notice must be explained orally by, or on behalf of, the employer to the employee in an official language the employee reasonably understands.

#### **CLAUSE 4 - OUTWORK**

No employee shall -

- (a) solicit or take orders for or undertake any work falling within the scope of the Motor Industry as defined in this Agreement, whether for gain or not, other than for his employer: Provided that this paragraph shall not be construed to prohibit an employee from working on a motor vehicle registered in his own name;
- (b) engage in trading in motor vehicles or accessories on his own account or on behalf of any person or firm other than his employer.

## **CLAUSE 5 - PIECE-WORK AND COMMISSION WORK**

### **(1) *Piece-work* -**

- (a) Piece-work may not be given out or performed unless with the consent of the Regional Council concerned.
- (b) Whenever piece-work is performed, an employee so employed shall be paid the full amount earned by him under the piece-work rates agreed to between himself and his employer: Provided, however, that no employee shall be paid less than the prescribed amount which he would have earned if he had been employed on a time-work basis for the period taken to perform the work concerned.
- (c) Apprentices shall not on any account be employed on piece-work.

### **(2) *Commission work* -**

- (a) The basis of the commission which an employer contracts to pay a motor vehicle sales person or traveller in addition to his wage shall be specified in writing.
- (b) Either party to a contract such as is referred to in paragraph (a) of this subclause who intends to cancel or negotiate a change in the basis of the contract shall, after consultation, give four weeks' written notice of such intention to the other party, and no cancellation of or change in the terms of the contract shall be effective unless such notice has been given: Provided that less than four weeks' written notice may be given by the employer if he wishes to increase the rate of commission.

### **(3) *Commission work* -**

- (a) The basis of the commission which an employer contracts to pay a parts salesperson or service supply sales person in addition to his wage shall be specified in writing.
- (b) Either party to a contract such as referred to in paragraph (a) of this subclause who intends to cancel or negotiate a change in the basis of the contract shall, after consultation, give one week's written notice of such intention to the other party, and no cancellation of or change in the terms of the contract shall be effective unless such notice has been given: Provided that less than one week's written notice may be given by the employer if he wishes to increase the rate of commission."

## **CLAUSE 6 - PROVISION RELATING TO BICYCLES**

No employee shall be required as part of his contract of employment to use his own bicycle.

**CLAUSE 7 - DIFFERENTIAL RATES OF WAGES AND EMPLOYMENT  
ON JOURNEYMAN'S WORK**

(1) ***Employment on journeyman's work -***

- (a) No employer shall employ or utilise any person, other than a journeyman, B/A journeyman, operative engine assembler, apprentice or trainee under the Manpower Training Act, 1981, on journeyman's work:

Provided that this clause shall not be deemed to prohibit the employment of other classes of employees, at the wages prescribed for such classes, on the operations and in the circumstances specified in the definitions of such classes:

Provided further that such employment is not a contravention of the provisions of clause 4, Chapter 1, Division C.

- (b) No employee shall instruct or permit any employee (working under his supervision), other than a journeyman, B/A journeyman, operative engine assembler, apprentice or trainee under the Manpower Training Act, 1981, to perform journeyman's work.
- (c) No employee, other than a journeyman, B/A journeyman, operative engine assembler, apprentice or trainee under the Manpower Training Act, 1981, shall perform journeyman's work.

(2) ***Differential rates: Legal employment*** - An employer who, without contravening sub-clause (1) of this clause, requires or permits a member of one class of his employees to perform for longer than 60 minutes in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either -

- (a) a wage higher than that of his own class; or
- (b) a rising scale of wages terminating in a wage higher than that of his own class,

is prescribed shall pay to such employee in respect of that day -

- (i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate; and
- (ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work.

- (3) Any person that makes an arbitration award regarding the interpretation or application of clause 7(1) may award to the Council an amount not exceeding the difference between the amount which the employer paid to the employee and the amount which the employer would have paid if the contravention or failure had not occurred provided that if the arbitrator is unable on all the evidence to determine the difference exactly he or she shall to the best of his or her ability estimate the difference. The Council must upon receipt of that amount deposit the amount into a Special Account established by the Council for that purpose.

## **CLAUSE 8 - TRAVELLING ALLOWANCES**

- (1) An employer who requires an employee, other than a traveller, supply sales person or service supply salesman, to work away from the establishment where he is ordinarily employed shall provide or arrange for the mode of transport, and shall pay such employee -
- (a) whilst travelling as a passenger, at ordinary rates of wages, not exceeding, however, one day's pay in respect of every 24 consecutive hours' travelling time;
  - (b) whilst on the job or whilst travelling in a vehicle which he is required to drive, at ordinary rates of wages for any part of the work and/or driving which is done during the normal hours of the establishment in which he is employed, and at overtime rates as laid down in this Agreement for any part of the work and/or driving which is done outside of such normal hours;
  - (c) second-class return fare if he travels by train and a refund of the cost of his meals and bedding on the train;
  - (d) a refund of board and lodging when on the job or travelling to and from the job;
  - (e) not less than R65 per night for such nights as he is prevented by his work from returning to his home.
- (2) A traveller, supply sales person or service supply salesman who -
- (a) on any journey undertaken in the performance of his duties is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, shall be -
    - (i) reimbursed by his employer against receipt or dockets for all expenses reasonably incurred by him for the provision of any meals and refreshments for himself during such period of absence not extending over a night; or
    - (ii) paid a subsistence allowance or reimbursed by his employer against receipts or dockets for expenses reasonably incurred by him in respect of refreshments, meals and accommodation during each night of

absence ('night' meaning for the purpose hereof the period between 23:00 and 04:00), not less than R135 for each night or reimbursement of actual expenditure, whichever is the greater;

- (b) uses his employer's motor vehicle or who is required to travel by train or any other but his own means of conveyance, shall be reimbursed by his employer for all reasonable transport expenses incurred by him in the performance of his duties, and for the purposes of this paragraph the overnight garaging of a motor vehicle shall be deemed to be a transport expense;
  - (c) is required or permitted to provide a motor vehicle for the performance of his duties, shall be paid by his employer an inclusive transport allowance in respect of each kilometre travelled in such vehicle in the performance of his duties; such transport allowance shall be as determined by the Council from time to time.
- (3) Any allowances and expenses payable to a traveller, supply sales person or service supply salesman in terms of sub-clause (2) shall be paid by his employer within seven days of such employee's written claim therefor: Provided that the employee shall not submit more than one claim for any such allowances and expenses in any one week, nor shall he submit such claims at intervals between claims of more than one month.
- (4) The provisions of this clause shall not apply to mobile workshops: Provided that bedding and cooking equipment are supplied by the employer.

#### **CLAUSE 9 - SPECIAL PROVISIONS RELATING TO WATCHMEN**

- (1) The following special provisions shall, notwithstanding anything to the contrary contained in this Agreement, apply to watchmen:
- (a) The normal hours of work of such employees shall not exceed 12 hours per shift and 84 hours per week and may be worked on any day of the week, including Sundays;
  - (b) for any time worked in excess of 12 hours per shift he shall be remunerated at the rate of one thirtieth of his weekly wage for each additional hour's work;
  - (c) after working seven consecutive shifts any such employee shall be entitled to one free shift on full pay as if he had worked his average ordinary working hours for that shift of the week: Provided that if such employee does not avail himself of this right, he shall instead be paid one seventh of his normal weekly remuneration in addition to his ordinary remuneration;
  - (d) a watchman shall be entitled to leave on full pay on all days which are public holidays in terms of section 1 or declared as such under section 2 of the Public Holidays Act, 1994 (Act 36 of 1994), and if he is required to work on any of these days his employer shall pay him, in addition to one seventh of his weekly wage, one eighty-fourth of his weekly wage for each hour or part of an hour so worked.

- (2) Every employer shall provide every watchman with -
- (a) any suitable and acceptable means of self-protection, excluding firearms;
  - (b) a police whistle;
  - (c) suitable provision for the warmth of such employee.
- (3) The minimum wage which shall be paid by an employer to a watchman shall be R427,60 per week and no watchman shall accept a wage lower than this: Provided that whenever, on the instructions of his employer, a watchman carries out the physical searching of any person or vehicle entering or leaving his employer's premises, he shall be paid an allowance of R5,00 per week in addition to his normal wage.

**[NOTE: Guaranteed Wage Increases:**

An employer must pay his employees who are earning above the prescribed minimum wages at the time of publication of this Agreement, the guaranteed wage increases as set out in Division D of this Agreement.

- (4) Subject to the provisions of sub-clause (5)(i) of this clause, three weeks' leave on full pay shall be granted to all watchmen who have completed 12 months of continuous employment with the same employer since the date of engagement or from the date on which the previous leave fell due, whichever is the later.
- (5) Subject to the provisions of sub-clause (5)(i) of this clause, four weeks' leave on full pay shall be granted to all watchmen who on or after 1 December 1990 have completed 120 months or more continuous employment with the same employer since the date of engagement, subject to the following condition:
- (i) Annual leave may be split by mutual agreement between the employer and employee, provided that no intimidation is exercised to obtain such an agreement.

### **CLAUSE 10 - DRIVING OF MOTOR VEHICLES**

- (1) Subject to the provisions of sub-clause (2), no employer shall cause or permit any employee earning less than the weekly wage prescribed in this Agreement for a general worker to drive any motor vehicle under its own power on a public road during the course of his employment in the Industry.
- (2) Employees who mainly or exclusively drive -
- (a) scooters, motor cycles, tricycles or other motor vehicles with a gross vehicle mass not exceeding 3 500 kg; or
  - (b) motor vehicles with a gross vehicle mass of more than 3 500 kg,

shall be remunerated at not less than the wages prescribed in clause 3 of Chapter I of Division C for the drivers of these respective classes of vehicles.

### **CLAUSE 11 - SICK LEAVE**

- (1) "**Sick leave cycle**" means the period of 36 months' employment with the same employer immediately following -
  - (a) an employee's commencement of employment; or
  - (b) the completion of that employee's prior sick leave cycle.
- (2) During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks, i.e. 30 working days if he normally works a five-day week or 36 working days if he normally works a six-day week.
- (3) Despite sub-clause (2), during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked.
- (4) During an employee's first sick leave cycle, an employer may reduce the employee's entitlement of sick leave in terms of sub-clause (2) by the number of days' sick leave taken in terms of sub-clause (3).
- (5) Subject to sub-clause (7), an employer must pay an employee for a day's sick leave -
  - (a) the wage the employee would ordinarily have received for work on that day; and
  - (b) on the employee's usual pay day.
- (6) An employee may take one day per year sick leave in terms of the provisions of this clause for medical tests, e.g. PAP smears, TB tests and/or similar health care tests: Provided that proof is supplied to the employer that the employee did undergo those tests.
- (7)
  - (a) A person who is required by his employer to produce a medical certificate if he has been absent from work for more than one day or more than two occasions during an eight week period, shall produce such medical certificate or other satisfactory evidence within a period of not more than two days after his return to duty or such employee shall forfeit his right to sick pay; provided that where the employee is absent from work as a result of sick leave on any day or days from Friday to Monday (inclusive) and such day/days form part of his normal working week, he shall be required to produce a medical certificate for such day/days."
  - (b) If it is not reasonably practicable for an employee who lives on the employer's premises to obtain a medical certificate, the employer may not withhold



payment in terms of sub-clause (7)(a) unless the employer provides reasonable assistance to the employee to obtain the certificate.

- (8) Notwithstanding the contents of this clause, no person who is entitled to sick pay benefits in terms of any sick fund schemes conducted by the Council, and who is absent from work through sickness or any accident not caused by his misconduct or neglect, will be entitled to any paid sick leave from his or her employer in terms of this clause.

## **CLAUSE 12 - ADDITIONAL HOLIDAY PAY FOR APPRENTICES**

- (1) Every employer shall in respect of every apprentice and trainee undergoing training under the Manpower Training Act, 1981, employed by him pay additional holiday pay for each week of employment as follows:

- (a) In the case of apprentices who have entered into three year contracts of apprenticeship:

For first year of contract	R14,73
For second year of contract	R21,25
For third year of contract	R24,51

- (b) In the case of apprentices who have entered into four year contracts of apprenticeship:

For first year of contract	R14,73
For second year of contract	R17,98
For third year of contract	R21,25
For fourth year of contract	R24,51

Provided that -

- (i) where an apprentice and trainees undergoing training under the Manpower Training Act, 1981, receives or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall be payable on behalf of such employee in respect of that week, unless such lesser wages are attributable to absences from work -
- (aa) owing to sickness or accident not exceeding in the aggregate 30 days in any year;
  - (ab) because of short-time where permission has been granted; or
  - (ac) on military service in terms of the Defence Act, 1957, to the extent of a maximum period of four months per year;
- (ii) where in any leave cycle an apprentice and trainees undergoing training under the Manpower Training Act, 1981, has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay

by one fifth of the weekly amount payable in respect of each further day of absence through illness or accident.

- (2) Subject to the provisions of sub-clause (3) of this clause, the amounts payable in terms of sub-clause (1) of this clause shall be remitted by the employer monthly, but not later than the 10th day of the month immediately following that to which such amounts refer, together with a written statement of the names of the employees concerned and the amount of the additional holiday pay being sent for each such employee to the secretary of the Regional Council in whose area of jurisdiction the establishment is situated.

**[Note:**

1. Forms prepared specifically for the inclusion of the details required by this sub-clause are obtainable on application from the secretary of the Regional Council concerned.
  2. Notwithstanding the provisions of sub-clause (2), an employer may apply to the Regional Council concerned for an exemption in terms of which such additional holiday pay may be paid direct to the employee when he proceeds on annual leave.]
- (3) (a) In cases where an apprentice and trainee undergoing training under the Manpower Training Act, 1981, has been absent from work for the reasons specified in sub-clause (1)(i)(aa) and (ab), the additional holiday pay payable in terms of sub-clause (1) of this clause shall be paid by the employer direct to the beneficiary on each payday falling within his period of absence.
- (b) In cases where an apprentice and trainee undergoing training under the Manpower Training Act, 1981, has been absent from work for the reason specified in sub-clause (1)(i)(ac), the additional holiday pay payable in terms of sub-clause (1) of this clause shall be paid by the employer direct to the beneficiary when this apprentice and trainee undergoing training under the Manpower Training Act, 1981, qualifies for or takes his annual leave.
- (4) The additional holiday pay payable in terms of sub-clause (1) of this clause shall be payable to apprentices and trainees undergoing training under the Manpower Training Act, 1981, when they proceed on annual leave, and application for it shall be lodged with the Regional Secretary concerned at least two weeks before the beneficiary's leave is due to commence.
- (5) Subject to the provisions of clause 3(4) of Division A of this Agreement, no deductions from additional holiday pay shall be made as a set-off against any moneys which may be owing to the employer.
- (6) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in clause 30 of the Administrative Agreement, from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

- (7) An apprentice and trainee undergoing training under the Manpower Training Act, 1981, may not be placed on short-time except with the approval of the Registrar of Manpower Training.

### **CLAUSE 13 - RETRENCHMENT PAY**

- (1) Notwithstanding anything to the contrary contained in this Agreement, an employer shall, whenever an employee's services are terminated for the reason that he is retrenched, pay to such an employee, in addition to any payment that may be due in lieu of notice of termination of services, a sum equal to two weeks' wages for each completed year of service for the first four years' service with an employer, and one week's wages for each completed year of service for the next eight completed years' service with that employer; provided that two weeks' retrenchment pay calculated on a pro-rata basis after only four months' employment in the first year of employment shall be applicable.
- (2) The earnings of an employee may be reduced as an alternative to retrenchment where this has been agreed to in writing by the employer, the employee and the trade union representing the employee and, in the case of a non-party establishment and a non-union employee in a party shop, the employer shall apply to the Regional Council concerned for such approval.
- (3) Any employee who unreasonably refuses to accept an offer of alternative employment, either with the same, or with a different employer, shall forfeit entitlement to retrenchment pay, providing the employer initiating the retrenchment makes a written offer of alternative employment on behalf of himself or another employer, and the offer must be reasonable taking into account location, status, its nature, remuneration and employees' capacity, and providing further that the right to retrenchment pay shall not be affected where the retrenched employee secures alternative employment through his own efforts without assistance from the retrenching employer.

### **CLAUSE 14 - CASUAL EMPLOYEES**

Notwithstanding anything to the contrary contained in this Agreement, none of the provisions of this Agreement, other than the following, shall apply to casual employees as defined:

- (1) The basis of contract of employment as a casual employee shall be hourly, and the employer shall pay such employee where the period of employment on any day -
- (a) is of two hours duration or less, an amount equal to not less than two and two-third times the hourly wages; or
  - (b) is of longer duration than two hours but not more than nine hours, not less than the hourly wage for each hour or part of an hour worked; or
  - (c) is of longer duration than nine hours, overtime for such excess time on the basis of overtime prescribed in this Agreement.

- (2) The employer shall pay the remuneration due to a casual employee on termination of his employment.
- (3) For the purposes of this clause 'hourly wage' shall mean the minimum weekly wage prescribed for the type of work on which the casual employee is employed, divided by 45.

#### **CLAUSE 15 - DESERTION**

An employee will be regarded as having deserted from his employer's service after a continuous absence of five working days and without notification to his employer of his whereabouts: Provided that -

- (a) the employer attempts to contact the employee in writing at his last known address supplied by the employee;
- (b) the employee was duly notified in writing of the necessity to furnish his employer with his address and any changes of address;
- (c) the employee shall be allowed a period of one month to lodge with his employer a written appeal against his dismissal.

#### **CLAUSE 16 - DAMAGE TO VEHICLES AND/OR LOSS OF PROPERTY AND/OR ASSETS**

- (1) **Damage to vehicles:** Subject to clause 5 of the Administrative Agreement, in the event of damage to a vehicle, no employer shall deduct any excess amount incorporated in an insurance policy or damages from any employee who is required or permitted to drive a motor vehicle, nor shall any employer be permitted to deduct damages from any employee in the absence of insurance cover: Provided that such excess amounts or damages may be deductible if a formal disciplinary hearing was conducted and the employee was found guilty of -
  - (a) having driven the vehicle under the influence of alcohol or drugs; and/or
  - (b) negligent driving; and/or
  - (c) reckless driving; and/or
  - (d) wilful damage to the vehicle; and/or
  - (e) having driven the vehicle without the permission of the employer.
- (2) **Damage and/or loss of property or assets :** Subject to Clause 5 of the Administrative Agreement, in the event of damage and/or loss to company property or assets (excluding motor vehicles), or the property of the customer, no employer shall deduct any excess amount incorporated in any insurance policy or damages from any employee, nor shall any employer be permitted to deduct

damages from any employee in the absence of Insurance cover; Provided that such excess amounts or damages may be deductible if a formal disciplinary hearing was conducted and the employee was found guilty of willful damage and/or gross negligence to company property or assets, or the property of a customer.

### **CLAUSE 17 - PUBLIC HOLIDAYS**

- (1) Employees shall be entitled to leave on full pay on all days that are public holidays in terms of section 1, or declared as such under section 2 of the Public Holidays Act, 1994.
- (2) Whenever an employee works on a statutory public holiday in respect of which he is entitled to leave on full pay in terms of subclause (1), his employer shall pay him double his hourly rate for each hour or part of an hour worked on such day.
- (3) Whenever one of the statutory public holidays referred to in subclause (1) falls on a non-working day, other than a Sunday, an employee who works on such statutory public holiday shall be remunerated at the rates prescribed in clause 19 of this Division.
- (4) A forecourt attendant who has been given not less than three days' notice by his employer that he will be required to attend his place of employment on any of the statutory public holidays but, who nevertheless fails to report for duty on such public holiday shall thereby forfeit his right to any holiday pay to which he would otherwise be entitled in terms of this clause.
- (5) An employer may exchange a public holiday for another day by agreement with an employee without incurring a penalty.

### **CLAUSE 18 - HOURS OF WORK**

- (1) With the exception of the employees referred to in Clause 1 (3)(a) and (b) of this Division, the ordinary hours of work of a workshop employee shall not exceed 45 hours, excluding meal intervals, in any one week and not more than nine and a quarter hours , excluding a meal interval, on any one day.
- (2) (a) (i) A workshop employee shall not be required or permitted to work for a continuous period of more than six hours without being granted an uninterrupted meal interval of at least one hour. For the purposes of this paragraph, a period or periods of work interrupted by intervals of less than one hour shall be deemed to be a continuous period. An employer may, however, agree with his employees that the said uninterrupted meal break may be reduced to not less than thirty minutes.  
  
(ii) Whenever an agreement has been reached between the employer and his employees to reduce the meal break to 30 minutes, such

agreement shall be recorded in writing and be kept on record for inspection purposes.

- (b) Workshop employees shall not be required to work their ordinary weekly hours over more than six days in any week, nor shall other employees be required to work their ordinary weekly hours over more than six days in any week.
- (3) In respect of establishments registered under Chapters I and IV of Division C of this Agreement only, the following shall apply:-
- (a) the ordinary hours of work of workshop employees shall be contained between the hours of 06h00 and 23h00, subject to the provisions relating to the payment of shift allowances;
  - (b) a shift shall run for a continuous period of nine hours excluding meal breaks; provided that overtime shall be paid only after 45 hours in any week having been completed, irrespective of the hours of work per day and provided further that this provision shall not apply in cases where an employee is absent from work for part of the week due to proven illness, annual leave, family responsibility leave or absence with the consent of the employer.”
  - (c) a shift shall run for a continuous period of nine hours excluding meal breaks after which overtime shall be payable;
  - (d) the determination of a shift pattern shall be arranged by mutual agreement between the employer and his employees;
  - (e) no employee shall be required or permitted to work more than one shift in any 24-hour period, with the exception of shift changes;
  - (f) employees may, subject to their consent, work more than two Sundays per month;
  - (g) a 10% shift allowance shall be paid in respect of shifts commencing after 14h00: Provided that this paragraph shall not be applicable to forecourt attendants;
  - (h) transport for employees whose shifts ends after 20h00 may be arranged by mutual agreement between the employer and his employees: Provided that where an employer and his employees cannot reach mutual agreement, the Regional Council concerned may be requested to assist in arriving at such an agreement;
  - (i) an employee shall be granted a rest period of not less than 36 hours after having worked his ordinary hours per week.
  - (j) employees may, subject to their consent and sub-clause (2)(b) hereof, work flexible working hours over seven days a week and for hours beyond 08:00 to 17:00.

- (4) All workshop employees, except service supply salesmen (employed only in establishments registered under Chapters I and IV of Division C of this Agreement), shall be entitled to and be granted a rest interval of ten minutes as near as practicable to the middle of each morning and afternoon work period and such interval shall, for the purpose of calculating wages, be reckoned as part of the ordinary working hours.
- (5) Whenever any service supply salesperson is at any time during the course of his employment required to work away from the establishment of his employer, the provisions of sub-clause (2) of this clause shall not apply and the hours of work stipulated in sub-clause (1) of this clause may for purposes of such work be extended by up to 15 minutes in a day but not more than 60 minutes in a week.
- (6) Notwithstanding anything to the contrary contained in this Agreement, it shall be permissible, whenever in any parking garage a night parking service is conducted, to employ general workers between 18h00 on any day and 08h00 on the next day for the purposes of night parking services only, for a maximum of seven hours per night on seven successive nights: Provided, however, that after working 14 consecutive nights any such general worker shall be entitled to one free night on full pay as if he had on such night worked his average ordinary working hours for that night of the week, and if such employee does not avail himself of this right, he shall instead be paid one seventh of his normal weekly wage in addition to his ordinary wage.
- (7) Whenever a general worker is employed on night parking services he shall be paid by his employer not less than one week's wages as laid down in clause 3 of Chapter I of Division C of this Agreement for the first 45 hours of his employment in any such week and for any hours worked in excess of 45 hours in any week such general worker shall be paid at a rate of not less than one and a half times his ordinary wage.
- (8) Subject to the provisions of clause 6(10) of the Administrative Agreement relating to absences from employment and clause 22 of this Division relating to short-time, whenever:
  - (a) any general worker or forecourt attendant employed in an establishment that is registered under Chapter I of Division C of this Agreement: or
  - (b) any grade of operative or general worker employed in an establishment that is registered under Chapter II of Division C of this Agreement: or
  - (c) any employee other than a journeyman or machine setter employed in an establishment that is registered under Chapter III of Division C of this Agreement: or
  - (d) any grade D operative employed in an establishment that is registered under Chapter IV of Division C of this Agreement: or
  - (e) any employee other than a journeyman or brake-drum skimmer or machine setter employed in an establishment that is registered under Chapter V of Division C of this Agreement,

works for less than 45 hours in any one week owing to -

- (i) the usual working hours of the establishment being less than 45;
- (ii) the employer being unable to regulate the shifts of such employee to 45 hours; and/or
- (iii) any reason other than his absencing himself without the employer's permission,

such employee's week shall be deemed to be 45 hours.

- (9) For the purpose of this clause, an employee who is arrested or detained by the police for any offence or suspected offence shall, for the period during which he is under arrest or so detained and unable to continue his employment, be deemed to have absented himself without permission.
- (10) Notwithstanding the provisions of this clause, an employer and employee may, in agreement with each other, compress the 45-hour working week into four days: Provided that the normal working hours shall not exceed 12 hours in any one day.

#### **CLAUSE 19 - OVERTIME**

- (1) For the purpose of this Clause, "overtime" means all time worked, other than on Sundays, in excess of the number of ordinary hours of work prescribed in Clause 18 of this Division.
- (2) (a) With the exception of the employees referred to in Clause 1(3)(a) and (b) of this Division, no employee shall be required or permitted to work overtime for more than 10 hours in any one week.
- (b) An additional 10 hours overtime may be worked by workshop employees employed in establishments registered under Chapters II, III and V of Division C, subject to the following conditions:-
  - (i) the Regional Secretary of the Regional Council concerned shall consult with the employers' organisation and trade union representing the employees concerned, and if approved, issue a suitable licence of exemption authorising the additional overtime;
  - (ii) all overtime prescribed in sub-clause (2)(a) and (b) of this clause shall be limited to 60 hours in any period of four continuous weeks;
  - (iii) licences of exemption issued shall be submitted to the Regional Council concerned for ratification at the next ensuing meeting of the Regional Council;
  - (iv) whenever a workshop employee is requested to work overtime in excess of 10 hours, his employer shall give notice of not less than 48 hours of the intention to work such additional overtime to the employee concerned.



(3) Notwithstanding anything to the contrary contained in this clause, workshop administrative staff as defined in this Division, shall not be required or permitted to work -

- (a) overtime on stocktaking for more than 15 hours in any one year or spread over a period of more than 12 consecutive days;
- (b) overtime for purposes other than stocktaking for more than four hours on any one day;

Provided that whenever any employee is required to work overtime for purposes of stocktaking, his employer shall give the employee concerned notice in writing of not less than 7 days of the intention to work such overtime.

(4) The minimum rates at which employees shall be remunerated for overtime worked shall be as follows:

(a) In respect of workshop employees and grade I employees employed in establishments registered under Chapters I and IV of Division C of this Agreement -

- (i) one and a half times his ordinary rate of remuneration for overtime worked between 06h00 and 23h00;
- (ii) double his ordinary rate of remuneration for overtime worked between 23h00 and 06h00.

(b) In respect of workshop employees and chars employed in establishments registered under Chapters II and III of Division C of this Agreement -

- (i) in the case of a journeyman: one and a half times his ordinary rate of remuneration;
- (ii) in the case of an employee other than a journeyman: one and a third times his ordinary rate of remuneration.

(c) In respect of all workshop employees and chars employed in establishments registered under Chapter V of Division C of this Agreement:: One and a half times their normal rate of pay for overtime.

(5) Grade I and grade 2 employees, drivers of light vehicles and drivers of heavy vehicles, employed in establishments registered under Chapters I and IV of Division C of this Agreement and all employees employed in establishments registered under Chapters II, III and V of Division C, shall not qualify for overtime in respect of any week during which they worked less than 45 hours, this figure being subject to *pro rata* reduction in respect of the following that occur during a particular week:

- (a) A statutory public holiday.
- (b) Absence with the permission or condonation of the employer: Provided that an employee who is aggrieved by his employer's non-condonation of his absence

may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may, after considering any reasons that may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case; in the event of the employee not being satisfied with the Regional Council's decision he may appeal against it to the National Council, whose decision shall be final.

- (c) the beginning of a new contract of employment.
- (6) The provisions of clause 18(1), (2), (3) and (4) of this Division and sub-clause (2) of this clause, shall not apply to any employee employed in an establishment registered under Chapters II, III and V of Division C of this Agreement, while employed on work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft, or a breakdown of plant or machinery, must be done without delay or on any work in connection with the overhauling or repairing of plant or machinery that cannot be performed during ordinary working hours.

### **CLAUSE 20 - SHIFT WORK**

- (1) The following provisions shall apply to shifts worked in a vulcanising establishment registered under Chapter I of Division C of this Agreement and in establishments registered under Chapters II, III and Chapter V of Division C of this Agreement:
- (a) No normal shift shall exceed nine and a quarter hours;
  - (b) not less than eight hours shall elapse between successive shifts of any employee;
  - (c) where an employee is employed between 18h00 and 06h00 his employer shall pay him at his ordinary rate of remuneration, plus 10 percent for each hour or part of an hour worked between these times;
  - (d) subject to subclause (3) of this clause, time worked by an employee after the completion of his normal shift shall, subject to the proviso to clause 18(4) of this Division, be regarded as overtime and be paid for in accordance with the overtime rates prescribed in the said clause.
- (2) In respect of a vulcanising establishment registered under Chapter I of Division C and a vehicle body building establishment registered under Chapter II of Division C, no shifts shall be worked between 18h00 on Saturday and 06h00 on Monday.
- (3) Where an employee's ordinary shift or part of it is worked on a Sunday in an establishment registered under Chapters III and V of Division C, the employee concerned shall be remunerated for such shift as follows:
- (a) if the major portion of such shift is worked on a Sunday, the entire shift shall be deemed to have been worked on a Sunday and the employee shall be paid for it in terms of clause 21 of this Division;

- (b) if the lesser portion of such shift is worked on a Sunday, the entire shift shall be deemed to have been worked on a weekday, and the employee shall, subject to subclause (1) of this clause, be remunerated in terms of such shift at his ordinary rate of remuneration.

## **CLAUSE 21 - SUNDAY WORK**

- (1) ***The right to work on Sundays:*** For all employees Sundays shall be regarded as normal working days.
- (2) ***Pay for Sunday work:-***
  - (a) Whenever any employee other than a forecourt attendant, a general worker and an employee in vulcanising establishments works on a Sunday, his employer shall pay him at the rate of double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer shall pay the employee at one and one-half times the employee's wage for each hour work.
  - (b) When any general worker, forecourt attendant or employee in a vulcanising establishment works his normal shift on any Sunday, his employer shall pay him not less than one and one-third his ordinary hourly wage in respect of each hour or part of an hour thereof and double his ordinary hourly wage for each hour or part of an hour thereafter but such general worker, forecourt attendant or employee in a vulcanising establishment shall not be entitled to a day's holiday in respect of such Sunday shift.

## **CLAUSE 22 - SHORT-TIME**

- (1) Subject to the provisions of subclause (3) of this clause and notwithstanding anything to the contrary in this Agreement, an employer may employ his employees on short-time:

Provided that -

- (a) where such short-time is owing to slackness of trade and/or shortage of materials, if an employee is required not to attend the establishment on a particular day, the employer shall notify him of the fact not later than the day immediately preceding the day on which he is not required to work, and where the employee is expressly required by the employer to report at the establishment on any particular day for the purpose of ascertaining whether work will be available, he shall, if no work or if work of less than four hours' duration is available, be paid not less than four hours' in respect of such day;
- (b) in respect of employees employed in establishments registered under Chapters III and V of Division C of this Agreement, no deduction shall be made in the case of short-time owing to a power failure or a general breakdown of plant or machinery, in respect of the first hour not worked, unless the employer

has given his employee notice not later than on the immediately preceding day that no work will be available.

- (2) In the event of short-time being worked an employer shall not be required to pay wages to his employees except for the period actually worked or as otherwise expressly provided for in subclause (1) of this clause.
- (3) An employee may not be placed on short-time on any of the days that are public holidays in terms of section 1, or declared as such under section 2 of the Public Holidays Act, 1994.
- (4) Payment for public holidays during short-time shall be at short-time rates provided four calendar days' notice has been given to the employees.
- (5) An apprentice may not be placed on short-time except with the approval of the Motor Industry Training Board.
- (6) In the event of any employee being placed on short-time in excess of four weeks, the employer concerned shall provide the Regional Council with jurisdiction over the establishment with the following information in writing:
  - (a) The names of all employees placed on short-time;
  - (b) the reasons for extending the working of short-time beyond four weeks;
  - (c) the date on which short-time commenced; and
  - (d) the estimated duration of short-time.
- (7) In the event of short-time exceeding eight weeks the Regional Secretary shall report the matter to the Regional Council concerned.

### **CLAUSE 23 - STANDBY AND CALL-OUT ALLOWANCE**

The payment of standby and call-out allowances shall be applicable only to journeymen employed in establishments registered under Chapters I or IV of Division C of this Agreement.

- (1) **Standby allowance:**
  - (a) Any employer may require a journeyman to 'standby' on any Saturday and/or Sunday: Provided that such journeyman shall be entitled to notice, in writing, of not less than one week to that effect.
  - (b) Whenever an employee is required to 'stand by' in terms of this subclause he shall be paid, irrespective of whether he is required to work while on 'standby', a 'standby' allowance of not less than R60 in respect of each day on which he is required to so 'standby':

Provided that whenever he is required to work whilst on 'standby', the 'standby'

allowance shall not be set off against the remuneration payable in terms of this Agreement for such work.

- (c) An employee who is required to 'standby' shall present himself for duty within one hour of being called and, where he fails to present himself, the 'standby' allowance shall be forfeited.

(2) **Call-out allowance:**

- (a) An employer may call out an employee to work prior to his normal starting or after his normal finishing time on any day of the week: Provided that a call-out allowance of R65 shall be paid in each case where such employee is so called out: Provided further that a call-out allowance shall not be paid to an employee in respect of the first call-out whilst such employee is paid a standby allowance for that day.
- (b) An employee who is so called shall present himself for duty within one hour of being called and where he fails to present himself, the call-out allowance shall be forfeited.
- (c) Whenever an employee is called out, the call-out allowance shall not be set off against remuneration payable in terms of this Agreement for such work.

## **CLAUSE 24 - SUPPLY OF OVERALLS**

- (1) Every employer shall supply, free of charge, to each of his workshop employees other than charrs, watchmen, general workers and drivers, three first grade overalls during each yearly cycle of employment: Provided that two overalls are supplied at the beginning of the cycle and the third overall after six months' employment.
- (2) **Laundering of garments** - Employees supplied with garments in terms of this Agreement shall maintain such garments in a clean condition.
- (3) For the purposes of this clause, 'yearly cycle of employment' shall mean a period of 12 months' continuous employment with the same employer and shall be calculated from the date of commencement of employment with such employer.
- (4) **Ownership** - The employer remains the owner of any item supplied to an employee by him free of charge in terms of this clause.
- (5) **Keeping of a register:**
  - (a) Every employer in respect of establishments registered under Chapters I or IV of Division C, who supplies garments to employees in terms of this clause shall keep available for inspection at all times a register in which shall be recorded in ink the names of all employees concerned, the date of issue of the garments and the number of garments issued.
  - (b) The signature of the employee concerned to each record in terms of the

preceding paragraph shall be evidence of the receipt by the employee of such garments.

- (6) **Protective clothing** - Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with any applicable prescriptions promulgated in terms of the Occupational Health and Safety Act (Act 85 of 1993).

## CLAUSE 25 - SUPPLY OF TOOLS

- (1) Where any of the following articles are required in an establishment registered under Chapters I, II or IV of Division C of this Agreement, an employer shall provide them free of charge:

Electrical and/or pneumatic drilling machines;  
benches and vices;  
jacks and trestles;  
emery wheels;  
blocks and tackles or cranes;  
grease guns or other greasing apparatus;  
extension lights with a maximum of one globe per month;  
waste or sweat rags;  
means for cleaning greasy parts;  
hacksaw blades;  
203 mm files and over;  
one mechanic's cradle in respect of each journeyman motor mechanic employed in the employer's workshop;  
trimmers sewing machines;  
stud extractors;  
drills of over 9,525 mm;  
reamers of all sizes;  
screwing tackles;  
stocks and dies and taps;  
blow lamps;  
all special spanners;  
hammer of 1 361 g and over;  
Stilson wrenches over 305mm;  
wringing irons;  
large soldering irons;  
rivet sets;  
valve seat cutters;  
valve grinding compounds;  
micrometers;  
hydrometers and electrical testing and fault-finding apparatus;  
blacksmith's tools;  
other such tools as are customarily supplied by employers

- (2) In the event of any employee who is engaged in repetition work requiring large numbers of drills or files or similar breakable tools, these shall be provided by the

employer.

- (3) An employer may require each of his journeymen to supply his own tools for own use in the course of his work.
- (4) In respect of an establishment registered under Chapter I of Division C of this Agreement, an employer shall provide each repair shop assistant and body shop assistant in his employ and all employees, other than journeymen, with the tools they require for the adequate performance of their duties, and such tools shall remain the property of the employer.
- (5) An apprentice who uses his own tools in the course of his employment shall be paid R20,00 per week in addition to his normal remuneration, except in the case of an apprentice spray-painter, who shall be paid 75c per week in addition to his normal remuneration.
- (6) Every employer shall insure the required tools as per the prescribed tool list according to its replacement value. The maximum amount of insurance shall be determined after a proper inventory of tools in his possession has been submitted by the employee to the employer. The maximum amount of actual insurance shall be reviewed from time to time, as and when the inventory of tools changes.
- (7) Any loss through fire or theft of the nature referred to in sub-clause (6) in excess of the replacement value shall be borne by the employee concerned.
- (8) In the event of any of the tools provided by a journeyman or apprentice being lost, missing or not available for any reason, other than those referred to in sub-clause (6), the journeyman or apprentice concerned shall replace, renew or recondition such tools at his own expense.
- (9) If any apprentice fails to replace, renew or recondition such tools, his employer shall have the right to discontinue payment of the tool allowance provided for in sub-clause (5) until such time as the apprentice concerned complies with the provisions of sub-clause (8).
- (10) In every establishment in which apprentices are employed, the employer shall cause to be displayed, in a place readily accessible to his employees, a copy of the tool list approved by the Council.
- (11) Any apprentice who works less than 23 hours in any one week shall not be entitled to any tool allowance in respect of that week.
- (12) The tool allowance referred to in this clause shall be paid at the same time as the apprentice's wages are paid, and no employer shall require or permit any apprentice to repay him the whole or part of any tool allowance, nor shall he do any act or cause or permit any act to be done as a direct or indirect result of which any apprentice is deprived of the benefit or any part of the benefit of such allowance, save as provided in sub-clauses (9) and (11).
- (13) The tools referred to in sub-clauses (3), (5), (6), (8) and (10) of this clause, are the tools listed for the category of employee concerned in Annexure C to this Agreement.

## CLAUSE 26 - ANNUAL LEAVE AND ACCRUED LEAVE PAY

- (1) For the purposes of this clause:-
- (a) "leave cycle" means the period during which an employee earns three week's leave in terms of sub-clause (2) of this clause;
  - (b) the terms "employment" and "shift" shall be deemed to include -
    - (i) shifts which are of shorter duration than those permitted in terms of this Agreement, because -
      - (aa) the employee arrived late at his place of work, but such lateness did not exceed half-an-hour; or
      - (ab) short-time was worked; or
      - (ac) such shorter shifts were worked with the permission of the employer;
    - (ii) shifts that the employee concerned normally would have worked but did not work because he was -
      - (aa) absent on paid leave in terms of this Agreement;
      - (ab) doing military service in terms of the Defence Act, 1957 (Act 44 of 1957), to the extent of a maximum of four months per year;
      - (ac) absent from work on the instructions or at the request of his employer;
      - (ad) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding 30 days in any leave cycle;
      - (ae) absent from work on any public holidays referred to in clause 17 of this Division:
- Provided that an employee who after the expiration of his annual leave terminates his employment by desertion shall have no claim in respect of subparagraph (ii)(aa) of this definition;
- (c) "remuneration" means an employee's wages as defined in this Agreement, plus any bonus regularly paid to the employee, the amount of such bonus being deemed to be the average amount received by or accrued to an employee in respect of the period of 13 weeks immediately preceding the date the employee goes on annual leave or terminates his employment, or if a period of less than 13 weeks has been worked, the average amount received by or accrued to an employee in respect of the number of weeks actually worked.



**[Note - A "bonus" regularly paid to an employee in terms of this definition does not include commission].**

- (2) (a) Subject to the provisions of subparagraph (b)(i) of this clause, three consecutive weeks leave on full pay shall be granted to all employees, including apprentices and trainees undergoing training under the Manpower Training Act, 1981, who have completed the period of continuous employment with the same employer, as set out in the schedule below, since the date of their engagement or from the date on which their previous annual leave fell due, whichever is the later.
- (b) Subject to the provisions of paragraph (b)(i) of this clause, four weeks' leave on full pay shall be granted to all employees who on or after 1 December 1990 have completed 8 or more periods of continuous employment with the same employer, as set out in the schedule below, since the date of their engagement, subject to the following conditions:
  - (i) Annual leave may be split by mutual agreement between the employer and employee, provided that no intimidation is exercised to obtain such an agreement;
  - (ii) the provisions of this clause relating to accrued leave pay, shall apply *mutatis mutandis* in the case of employees who qualify for four weeks' annual leave:

#### **SCHEDULE**

- (aa) Weekly-paid employees, other than general workers employed at a parking garage exclusively on the duties connected with night parking services -
    - (A) normally working a five-and-a-half day week: 313 shifts, excluding overtime;
    - (B) normally working a five-day working week: 261 shifts, excluding overtime.
  - (ab) Monthly paid employees and general workers employed at a parking garage exclusively in the duties connected with night parking services: 12 months.
- (3) Annual leave shall become due immediately an employee has completed the qualifying period specified in sub-clause (2) of this clause but it may be taken before or after it becomes due if -
    - (a) the circumstances of the employer's business so require: or
    - (b) the employer and the employee so agree:

Provided that annual leave shall in no circumstances be taken more than two months before the due date, nor delayed for more than four months after the due date, unless

the employee and the employer concerned have, before the expiration of such period of four months, agreed thereto, in writing, and shall not be delayed by more than six months after the due date.

- (4) Pay for annual leave shall be calculated at the rate of remuneration the employee is receiving at the date on which he proceeds on his annual leave: Provided that this shall not be less than the rate prescribed for the relevant category of employee in the relevant Chapter of the Agreement, and shall be paid to him by the employer on the last working day prior to the beginning of his leave.
- (5) If any of the paid public holidays referred to in clause 17 of this Division falls on a working day within the period of leave of an employee, the employer shall either-
  - (a) add one working day on full pay to the said period of leave in respect of each such paid public holiday; or
  - (b) pay to the employee in question one normal day's pay in lieu of leave on the pay-day immediately following such employee's period of leave.
- (6)
  - (a) Annual leave shall not be concurrent with any period during which the employee is under notice of termination of employment, nor, unless the employee so requests in writing, with any period during which an employee is doing military service in terms of the Defence Act, 1957.
  - (b) Sick leave shall not be concurrent with any period during which the employee is on annual leave, i.e. sick leave cannot be taken whilst on annual leave.
  - (c) Subject to sub-clause (6)(a) of this clause, an employer shall permit an employee, at the employee's written request, to take leave during a period of unpaid leave which permission shall not unreasonably be withheld.
  - (d) An employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave on full pay granted to the employee at the employee's request in that leave cycle.
- (7) No employee shall engage in his normal occupation during the period of his leave and no employer shall require or knowingly permit any employee to work in the Industry during the period of his leave.
- (8) Except as provided elsewhere in this Agreement, no deductions from leave pay shall be made as a set-off against any moneys that may be owing to the employer: Provided that the following conditions shall apply to staff loans:
  - (a) Staff loans shall be limited to mutually agreed upon amounts advanced as a bona fide loan;
  - (b) The employee shall consent to the staff loan in writing (acknowledgement of the loan stipulating the amount of the loan, interest if any, instalments and the terms of the loan);
  - (c) A copy of the acknowledgement of the loan shall be kept for purposes of

MIBCO inspections and the employee concerned shall be handed a copy thereof;

- (d) The maximum amount deducted each month shall be in accordance with the limitations set out in clause 5 of the Administrative Agreement;
  - (e) The aforementioned limitations may be exceeded in the event of termination of employment of whatever reasons with the written approval from the Regional Council concerned.
- (9) On the termination of the services of an employee who has qualified for annual leave in terms of sub-clause (2) of this clause, but who has not been granted or has not taken his leave at the date of such termination, an amount of leave pay calculated in accordance with the provisions of sub-clause (10) of this clause shall be paid by his employer.
- (10) An employee who is discharged from or leaves his employment before he has qualified for annual leave in terms of sub-clause (2) of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed span of employment from the date of beginning work with the employer or from the date on which his last leave became due, whichever is the later. For the purposes of this sub-clause, "span" means the number of shifts normally worked by the employee in a week.

**[Note:** Accrued leave pay is calculated by multiplying three week's wages by the fraction of a year worked, thus -

for six months' employment, leave pay is  $\frac{1}{2}$  x times three weeks' pay;  
for 13 weeks' employment, leave pay is  $\frac{1}{4}$  x times three weeks' pay;  
for five weeks' employment, leave pay is  $\frac{5}{52}$  x three weeks' pay.

To arrive at three weeks' pay for a *monthly-paid* employee, multiply the monthly pay by  $\frac{9}{13}$ . Thus for a monthly-paid employee the leave accrued in-

six months is  $\frac{1}{2}$  x  $\frac{9}{13}$  x one month's pay;  
13 weeks is  $\frac{1}{4}$  x  $\frac{9}{13}$  x one month's pay;  
five weeks is  $\frac{5}{52}$  x  $\frac{9}{13}$  x one month's pay. ]

- (11) In the case of all employees the accrued leave pay referred to in sub-clause (10) of this clause shall be paid direct to the employee on termination of service.
- (12) Accrued leave pay held by an employer on behalf of an employee who for health reasons or any other incapacity has become unable to continue with his occupation shall become payable immediately to the employee, and accrued leave moneys due to an employee who dies in the course of his employment shall become payable immediately to his estate.
- (13) (a) In the case of establishments registered under Chapters II, III, IV and Chapter V of Division C of this Agreement an employer may at any time, but not more than once in any period of 12 consecutive months, close his establishment for

purposes of granting his employees paid leave as prescribed in this clause, and where at the date of closing of the establishment any employee is not entitled to the full prescribed period of paid annual leave, the employer shall pay him an amount on the basis laid down in sub-clause (10) of this clause as if his employment had terminated, plus remuneration in respect of any paid public holidays which fall during the period the establishment is closed and which are required to be added to an employee's annual leave in terms of sub-clause (5) of this clause at a rate of not less than he would normally have received for his ordinary working hours for that day of the week: Provided that in respect of establishments registered under Chapters II, III and V of Division C of this Agreement, maintenance staff may, subject to the provisions of sub-clause (7) of this clause, be required or permitted to work during the period the establishment is closed in terms of this sub-clause.

- (b) For the purpose of this clause, 'maintenance staff' shall mean employees engaged in the maintenance, overhauling or repairing of machinery, equipment or plant.
- (c) An employer who decides to close his establishment in terms of this sub-clause shall advise his employees of his decision at least three months before such closing.

#### **CLAUSE 27 - ADDITIONAL HOLIDAY PAY**

- (1) (a) Every employer registered in terms of Chapters I, II or IV of Division C of this Agreement shall in respect of every grade 7 and grade 8 employee employed by him pay additional holiday pay of R39,25 for each week of employment in the case of a grade 7 employee and R43,61 for each week of employment in the case of a grade 8 employee.
- (b) Every employer registered in terms of Chapters III or V of Division C of this Agreement, shall in respect of every grade 8 employee employed by him pay additional holiday pay of R43,61 for each week of employment.

Provided that:-

- (i) where a grade 7 or grade 8 employee receives or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall be payable on behalf of such employee in respect of that week, unless such lesser wages are attributable to absence from work -
  - (aa) owing to sickness or accident not exceeding in the aggregate 30 days in any one year;
  - (ab) because of short-time; or
  - (ac) while on military service in terms of the Defence Act, 1957 (Act 44 of 1957), to the extent of a maximum period of four months

per year;

- (ii) where in any leave cycle a grade 7 or 8 employee has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay by one-fifth of the weekly amount payable, in respect of each further day of absence through illness or accident.
- (2) Subject to the provisions of sub-clause (3) of this clause, the amounts payable in terms of sub-clause (1) of this clause shall be remitted by the employer monthly, but not later than the 10th day of the month immediately following that to which such amounts refer, together with a written statement of the names of the employees concerned and the amount of the additional holiday pay being sent for each such employee to the secretary of the Regional Council in whose area of jurisdiction the establishment is situated.

**[Note:**

- 1. Forms prepared specifically for the inclusion of the details required by this sub-clause are obtainable from the secretary of the Regional Council concerned.
  - 2. Notwithstanding the provisions of sub-clause (2) of this clause, an employer may apply to the Regional Council concerned for an exemption in terms of which such additional holiday pay may be paid direct to the employee when he proceeds on annual leave.]
- (3) (a) In cases where a grade 7 or grade 8 employee has been absent from work for the reasons specified under proviso (b)(i) and (ii) of sub-clause (1) of this clause, the additional holiday pay in terms of sub-clause (1) of this clause shall be paid by the employer direct to the beneficiary on or before each pay-day falling within his period of absence.
- (b) In cases where a grade 7 or grade 8 employee has been absent from work for the reason specified under proviso (b)(i) of sub-clause (1) of this clause, the additional holiday pay payable in terms of sub-clause (1) of this clause shall be paid direct to the beneficiary when he qualifies for or takes his annual leave.
- (4) The additional holiday pay payable in terms of sub-clause (1) of this clause shall be payable to grade 7 and grade 8 employees when they proceed on annual leave, and application for it shall be lodged with the Regional Secretary concerned at least two weeks before the beneficiary's leave is due to begin.
- (5) Except as provided elsewhere in this Agreement, no deduction from additional holiday pay shall be made as a set-off against any money that may be owing to the employer.
- (6) Additional holiday pay held by a Regional Council or by an employer on behalf of an employee who for health reasons or any other incapacity has become unable to continue at his occupation shall become payable immediately to the employee, and additional holiday pay due to an employee who dies in the course of his employment shall become payable immediately to his estate.

- (7) All amounts received in respect of additional holiday pay shall be placed in a special account operated by Regional Councils.
- (8) Except as otherwise provided in this clause, additional holiday pay held on behalf of an employee shall be paid to him -
- (a) if he leaves the Industry, on the expiration of 52 weeks calculated from the date on which the additional holiday pay commenced to accrue;
  - (b) while he is employed in the Industry, when he proceeds on annual leave, or earlier, at the discretion of the Regional Council concerned.
- (9) Should any amount due in terms of this clause not be received by the Council by 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in clause 29 of the Administrative Agreement, from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned

Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

- (10) (a) Employees for whom additional holiday pay is not prescribed in terms of this Agreement who qualifies for paid annual leave shall be paid a holiday bonus by their employers.
- (b) The amount of the holiday bonus referred in paragraph (a) of this sub-clause shall be two weeks' wages, with a maximum payment of R2 268,00 per annum; provided that in the case of establishments registered under Chapter III of Division C of this Agreement, the leave bonus will increase from two weeks to three weeks with effect from 1 September 2005.
- (c) Payment of the bonus shall be made as follows by mutual agreement between employer and employee:
- (i) on completion of 12 month's service; or
  - (ii) at commencement of the employee's annual leave; or
  - (iii) not later than the 20th day of December each year:

Provided that in the event of agreement not having been reached between the employer and the employee, the bonus shall be payable to the employee on completion of his leave cycle.

- (d) The amount of the holiday bonus referred to in paragraph (b) of this sub-clause shall be reduced by one fifty-second for each week during which the employee does not work a full five shifts, a "shift" for this purpose having the meaning given to this term in clause 26(1)(b) of this Division.

- (11) Where an employee other than an employee for whom additional holiday pay is remitted to the Regional Council leaves the service of his employer before qualifying for a leave bonus or additional holiday pay, such employee shall be paid a *pro rata* portion of his leave bonus or additional holiday pay, as the case may be, on termination of service; Provided that –
- (a) in the case of an employee whose services are terminated as a result of dismissal for misconduct, incapacity relating to poor performance or desertion; and such dismissal for reasons other than desertion is preceded by a formal hearing and the employee concerned is found guilty as charged, this sub-clause shall not apply;
  - (b) where the employee concerned is found guilty and such finding is overturned during the Dispute Resolution process to the status of “unfair dismissal”, such employee shall be granted the **pro rata** holiday bonus as prescribed in this clause.”
- (12) Where an employee other than an employee for whom additional holiday pay is remitted to the Regional Council leaves the service of his employer before qualifying for a leave bonus or additional holiday pay, such employee shall be paid a *pro rata* portion of his leave bonus or additional holiday pay, as the case may be, on termination of service.

## **CLAUSE 28 - EXEMPTIONS BOARD**

Subject to clause 23 of the Administrative Agreement, the same conditions and criteria shall apply in respect of appeals from non-parties submitted in terms of the provisions of this Agreement.

## **CLAUSE 29 - RESOLUTION OF DISPUTES**

- (1) For the purpose of this Agreement, “dispute” means any dispute about the application, interpretation or enforcement of this Agreement, or any other collective agreements entered into by the parties to the Council.
- (2) Any such dispute shall be referred to the Council on the form specified by the Council. This provision shall not apply when the Council makes use of the procedure set out in sub-paragraph (4).
- (3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, such dispute shall be referred to arbitration to the MIBCO-Dispute Resolution Centre in terms of section 52 of the Act. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing in terms of section 138 of the Act, and be entitled to make an award in respect of the parties’ arbitration costs in terms of section 138 (10) of the Act.
- (4) The provisions of this clause stand in addition to any other legal remedy through which the Council may enforce a collective agreement.

- (5) The arbitrator's decision shall be final and binding subject to the parties' right of review to the Labour Court.
- (6) Any other dispute shall have the same meaning as defined in the Act and shall be dealt with in terms of section 51 of the Act.

### **CLAUSE 30 - NIGHT WORK**

- (1) An employer who requires an employee to perform work on a regular basis after 23:00 and before 06:00 the next day must -
  - (a) inform the employee in writing, or orally if the employee is not able to understand a written communication, in a language that the employee understands -
    - (i) of any health and safety hazards associated with the work that the employee is required to perform; and
    - (ii) of the employee's right to undergo a medical examination in terms of sub-clause (b);
  - (b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards -
    - (i) before the employee starts, or within a reasonable period of the employee starting, such work; and
    - (ii) at appropriate intervals while the employee continues to perform such work; and
  - (c) transfer the employee to suitable day work within a reasonable time if -
    - (i) the employee suffers from a health condition associated with the performance of night work; and
    - (ii) it is practicable for the employer to do so.
- (2) For the purposes of sub-clause (1), an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per month or 50 times per year.

### **CLAUSE 31 - MATERNITY LEAVE**

- (1) An employee is entitled to a maximum of six consecutive months' maternity leave, and may exercise the option to return to work earlier.
- (2) An employee may commence maternity leave -



- (a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
  - (b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
- (3) No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- (4) An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.
- (5) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to -
  - (a) commence maternity leave; and
  - (b) return to work after maternity leave.
- (6) Notification in terms of sub-clause (5) must be given -
  - (a) at least four weeks before the employee intends to commence maternity leave; or
  - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- (7) For the purposes of calculating the period of employment in the Industry, the period an employee is on maternity leave, shall be regarded as employment in the Industry.

### **CLAUSE 32 : PROHIBITED EMPLOYMENT**

- (1) Notwithstanding anything to the contrary contained in this Agreement, no employer shall employ any person under the age of 21 years, other than a journeyman, an apprentice in terms of the Manpower Training Act, 1981, or a trainee employed in terms of the Manpower Training Act, 1981, on any operation which forms part of any trade designated for the Motor Industry in terms of the Manpower Training Act, 1981.
- (2) No employer shall knowingly employ any person who is under 15 years of age.

### **CLAUSE 33 : PAYMENT OF EARNINGS**

- (1) All earnings due shall be paid either hourly, daily, weekly, fortnightly or monthly, depending on the contract of employment, as the case may be, in cash, cheque or by means of electronic transfer; Provided that if payment is made by cheque, it shall be

made at a time which permits the cheque to be cashed on the day of payment.

(2) (a) Earnings shall be paid on the day and at the time and place stipulated in the notice referred to in clause 9(d)(i) of the Administrative Agreement.

(b) The day referred to in paragraph (a) of this sub-clause shall be any day on which the employee concerned ordinarily works:

Provided that at the request of the employee and with the consent of the employer the employee may be paid on another week-day, ie excluding Sunday.

(c) The time referred to in paragraph (a) of this sub-clause shall permit all employees who are being paid in cash, being paid by not later than their normal stopping time.

(3) On the weekly or monthly pay-day referred to in sub-clause (2)(a) of this clause, all employees to whom the special circumstances referred to in sub-clauses (4) and (6) of this clause do not apply, shall be paid all the wages and all the allowances and/or commission other than leave pay accrued to them in respect of the week or month of employment just completed.

(4) Where an employee assumes or returns to duty and has worked less than three shifts immediately preceding the ordinary pay-day the employer may carry over the earnings for such shift(s) to not later than the following pay-day.

(5) The monthly earnings due to monthly paid employees shall be paid to them not later than the last working day of each calendar month: Provided that the commission on sales due to a motor vehicle salesperson shall not be calculated earlier than the 20th day of the month to which it relates and shall be paid by not later than the 7th day of the following month.

**[NOTE: For the provisions applicable to Sector 6 (Dealers Sales and Distribution establishments) and Sector 7 (Automotive Parts, Accessories, Equipment and Tools establishments) in respect of this sub-clause refer to Clause 5 of Division D of this Agreement]**

(6) Upon termination of employment, the employer shall pay an employee his earnings calculated up to the time and date of termination of services, on the date of such termination.

(7) An employer who wishes to change the day on which earnings are paid to his employees, shall notify his employees of his intention to change this day by displaying at least 14 days before the change takes place, a suitable notice in a prominent place on his premises.

(8) All earnings shall be handed to employees in sealed containers on which shall be reflected, or which shall be accompanied by a statement showing -

(a) the name of the employer;

(b) the full names of the employee;

- (c) the date of payment;
  - (d) the period in respect of which payment is made;
  - (e) the number of ordinary and overtime hours worked and the earnings due;
  - (f) the number of hours worked on a Sunday and the earnings due therefor;
  - (g) details of any other earnings;
  - (h) details of any deductions which have been made;
  - (i) the amount enclosed; and
  - (j) any amount due as leave pay in terms of the Main Agreement unless such leave pay has to be sent in terms of that Agreement to the secretary of a Regional Council.
- (9) No employee shall be required as part of his contract of employment to board and/or lodge with his employer or at any place nominated by the employer or to purchase any goods from the employer.
- (10) Unless otherwise provided for in this Agreement, no deductions or set-off of any description, other than the following shall be made from the earnings which an employee would normally be entitled to receive:
- (a) Where an employee is absent from work, other than on paid leave, a deduction proportionate to such absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof: Provided that -
    - (i) where such absence is owing to a disablement or an illness falling within the scope of the Compensation for Occupational Injuries and Diseases Act, 1993, the deduction shall, in respect of the first week of absence, not exceed 70 per cent of the employee's wage;
    - (ii) an employer may as a condition precedent to the payment of any amount in terms of proviso (i) require the employee to produce a medical certificate stating the nature and duration of the employee's incapacity;
- (11) No deductions or set-off of any description shall be made from the earnings that an employee would normally be entitled to receive other than the following:
- (a) holiday, insurance, provident and/or pension funds or medical aid schemes where these are not administered by a Regional Council or the Council, and where an employee through negotiations between himself and his employer agrees on the amount to be paid by the employee to accept board and/or lodging from his employer;
  - (b) tea, sports or similar clubs;
  - (c) purchases by employees from their employers; Provided that in the case of Division B employees who are in receipt of remuneration, excluding commission on sales, in excess of R84 968 per annum in Area A and R72 176 in other areas, the deduction enumerated in sub-clauses (a) and (b), together with other similar deductions, may be made subject to the written consent of the employee only: Provided further

that such deductions are not in conflict with any contract on commission work that exist between the employer and employee.

- (c) traffic fines in cases where the guilty person has been identified beyond doubt; Provided that in the event of an employee being required to drive an un-roadworthy or unlicensed vehicle, such fines shall be excluded;
- (d) Deductions in terms of damage to vehicles or property in terms of Clause 16 of Division A of this Agreement: Provided that the maximum deduction may not exceed 30% of an employee's weekly/monthly earnings;
- (e) Deductions or set-off upon termination of employment from all moneys owing to an employee except pension and/or provident funds in respect of loans in terms of a signed acknowledgment of debt;

Provided further that it would not be necessary to obtain the Regional Council or the Council's consent for deductions other than those enumerated above, if:

- (i) deductions otherwise comply with this clause;
  - (ii) the employee signs a standard Council acknowledgment of debt;
  - (iii) the amount of the deduction is limited to 30% of the earnings, excluding statutory deductions; and
  - (iv) a copy of the acknowledgment of debt is given to the employee.
- (12) Every employee shall, if so required by his employer, upon receiving payment of his earnings, acknowledge receipt thereof in writing.
- (13) If an employer, owing to clerical or accounting or administrative error, or miscalculation, pays an employee any remuneration or leave pay in excess of the amount legally payable, the employer shall be entitled to recover the amount of the overpayment by deduction from subsequent wages or earnings or leave pay, subject to the following conditions:
- (a) The deductions may be made from one or more payments of earnings or leave pay, but no one deduction may exceed 20 per cent of the payment from which it is deducted;
  - (b) no such deduction shall be made unless the employer, in writing, notifies the employee at the time of the first deduction, and the Council within seven days of the first deduction, of the circumstances under which the overpayment was made, the amount thereof, and the amount of the proposed deduction or deductions.

### **CLAUSE 34 : CHANGE IN CONDITIONS OF EMPLOYMENT**

No employer shall, by reason of the introduction of this Agreement, cause or permit the remuneration of any employee who is in receipt of wages higher than those prescribed in this Agreement to be reduced, or dismiss any such employee and re-employ him at a reduced remuneration, or require or permit any employee to pay or repay him the whole or any part of any allowance payable in terms of this Agreement, nor shall he do any act or cause or permit any act to be done as a direct or indirect result of which any employee is deprived of the benefit or any part of the benefit of such allowance.

### **CLAUSE 35 : CERTIFICATE OF SERVICE**

An employer shall, when requested by an employee upon the termination of his employment, supply such employee with a certificate of service showing full names of the employer and employee, the nature of the employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination: Provided that where in the Main Agreement the wage of any employee is determined by length of service, it shall be incumbent on the employee to produce a certificate of service to his new employer on change of employment in order to become entitled to such remuneration prescribed for length of service.

### **CLAUSE 36 : FAMILY RESPONSIBILITY LEAVE**

- (1) An employer shall, upon request, grant an employee, who has been in his employment for at least 4 months, during each annual leave cycle, a maximum of 3 days' paid family responsibility leave per annum in the aggregate in the following circumstances:
  - (a) When the employee's child is born;
  - (b) When the employee's child is sick; or
  - (c) In the event of the death of-
    - (i) the employee's spouse or life partner; or
    - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- (2) Subject to sub-clause (4), an employer shall pay an employee for a day's family responsibility leave –
  - (a) the wage the employee would ordinarily have received for work on that day; and
  - (b) on the employee's usual pay day.
- (3) An employee may take family responsibility leave in respect of the whole or part of a day.

- (4) Before paying an employee for leave in terms of this section, an employer may require reasonable proof of an event contemplated in sub-clause (1) for which the leave was required.

### **CLAUSE 37 : LETTER OF APPOINTMENT**

- (1) Every employer shall, in respect of every employee, upon commencement of employment prepare written particulars of employment by way of either an employment contract or a letter of appointment as prescribed in Section 29 of the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997).
- (2) Every employer shall, in respect of every employee who at the time of publication of this Agreement, was not in possession of a letter of appointment, provide such employee with an abridged letter of appointment setting out the existing conditions of employment.

### **CLAUSE 38 : TEMPORARY EMPLOYMENT SERVICE**

- (1) For the purpose of this clause-
- (a) *“Temporary employment service”* means a person who operates a temporary employment service (formerly known as "Labour Brokers") and who for reward, procures or provides to a client other persons-
- (i) who render service to, or perform work for the client; and
  - (ii) who are remunerated by the temporary employment service.
- (b) A “client” means an employer registered as such in the Motor Industry in terms of clause 8 of the Administrative Agreement.
- (2) In accordance with section 198 of the Labour Relations Act –
- (a) A person whose services have been procured for or provided to a client by a temporary employment service shall be the employee of that temporary employment service and the temporary employment service shall be that person’s employer, and
- (b) the temporary employment service and the client shall be jointly and severally liable if the temporary employment service in respect of any of its employees contravenes -
- (i) a collective agreement concluded by a Bargaining Council that regulates terms and conditions of employment;
  - (ii) a binding arbitration award that regulates terms and conditions of employment;

- (iii) the Basic Conditions of Employment Act; or
  - (iv) a determination made in terms of the Wage Act.
- (3) An employer shall comply with all the provisions of this Agreement and the Administrative Agreement in respect of those persons rendering services at or in respect of his establishment through any arrangement or agreement with a temporary employment service, as if those persons were employed by the employer.
- (4) A person conducting business as a temporary employment service registered in terms of clause 8 of the Administrative Agreement and Chapter I of Division C of this Agreement shall be entitled to supply labour to an employer or establishment falling under or registered in terms of any other Chapter of this Agreement.

### **CLAUSE 39 : FIXED TERM CONTRACTS**

An employer and an employee may enter into a written fixed term contract; subject to the following conditions:

- (i) the parties shall clearly specify the duration of the contract;
- (ii) the contract shall specify the conditions under which it will be terminated, and shall include provisions allowing for the early termination thereof by agreement and/or whether it may be terminated owing to a fundamental breach thereof;
- (iii) unless the contract is time-based in accordance with sub-clause (i) above the contract may be terminated upon the completion of a clearly defined task or project, in which case the onus shall rest upon the employer to prove that the task or project has been completed in every respect;
- (iv) during the entire term of the contract the employee shall be deemed to be an ordinary employee of the employer, and shall enjoy all social security and other benefits available to employees on indefinite period contracts in the employ of the same employer;
- (v) the fact that an employee has entered into a fixed term contract shall not deprive him/her of any rights entrenched either in law or in accordance with the provisions of this Agreement, including the payment of remuneration which is not less than the minimum prescribed wages for the class of employee concerned; and
- (vi) no employee shall be placed on a fixed term contract as a substitute for a probationary period.

## **CLAUSE 40 : EXEMPTIONS**

- (1) When applications for exemption are received from employers or a group of employees, requesting exemption from the Motor Industry's retirement funds in order to join an alternative approved fund, the following shall be observed:
  - (a) The alternative fund must be a properly structured pension/provident/retirement fund registered in terms of the Pension Act.
  - (b) Applications for exemption submitted by an employer on behalf of its employees to be exempted from the industry's retirement funds shall be made on an official company letterhead and shall be signed by the employer or its duly authorised representative.
  - (c) Applications for exemption submitted by a group of employees to be exempted from the industry's retirement funds, shall be made on an official company letterhead from the company that they are employed at, and shall be signed by each employee or his/her duly authorised representative.
  - (d) The contributions to the alternative fund by both employer and employee shall be at least the equivalent to that required by the industry's funds respectively.
  - (e) The waiting period for membership to the alternative fund(s) may not be longer than 6 months.
  - (f) All new alternative funds' benefits shall be collectively better than those of the industry's funds and the benefits of all existing funds which at present enjoy exemption shall be equal to or better than those of the industry's funds.
  - (g) Membership of an alternative fund that complies with these criteria shall be compulsory when being exemption is granted from membership of the Industry funds.
  - (h) In the event that a dispute arises as a result of the rejection of such application, the dispute shall be referred to an agreed neutral third party or parties, qualified in the matters of retirement funds, who shall observe the provisions of this clause and who shall make a final and binding ruling.
- (2) The Secretary of the Regional Council or the General Secretary, as the case may be, shall issue to every person granted a licence, a letter of authority signed by him setting out, read with the changes required by the context, the information referred to in sub-clause (1) of this clause.



## **DIVISION B**

### **CLAUSE 1 : SCOPE OF APPLICATION**

- (1) Subject to the provisions of sub-clause (2) below, the provisions of this Division shall be binding on all establishments registered in terms of this Agreement, and on all employees for whom wages are prescribed in Clause 3 of this Division.
- (2) (a) Notwithstanding the provisions of sub-clause (1), the provisions of the Agreement as set out in the Schedule to this sub-clause shall apply only to office, stores, sales and clerical employees for as long as their weekly or monthly remuneration, excluding commission on sales, exceeds the rate of R91 341 per annum in Area A and R77 589 per annum in other areas.

### **SCHEDULE**

#### **ADMINISTRATIVE AGREEMENT**

Clause 5	-	Deductions from Earnings
Clause 13	-	Employees' Representatives on the Council
Clause 14	-	Prohibition of Cession of Benefits

#### **MAIN AGREEMENT - DIVISION A**

Clause 2	-	Definitions
Clause 4	-	Outwork
Clause 5	-	Piece Work and Commission Work
Clause 8	-	Travelling Allowances
Clause 11	-	Sick Leave
Clause 15	-	Desertion
Clause 16	-	Damage to Vehicles and/or loss of Property and/or Assets
Clause 17	-	Public Holidays
Clause 31	-	Maternity Leave
Clause 33	-	Payment of Earnings
Clause 35	-	Certificate of Service

#### **MAIN AGREEMENT - DIVISION B**

Clause 1	-	Scope of Application
Clause 2	-	Definitions
Clause 8	-	Annual Leave
Clause 10	-	Termination of Service
Clause 12	-	Retrenchment Pay

- (b) Notwithstanding the provision of sub-clause (2)(a) of this clause or any other provisions to the contrary, employees earning in excess of R91 341 per annum in Area A or R77 589 in any other Area, excluding commission on sales, shall not be required to work overtime other than on a voluntary basis, free from any form of coercion, intimidation or victimisation.
- (3) Notwithstanding the provisions of sub-clause (2) of this clause, the provisions of clause 11 of the Administrative Agreement shall apply to employees who are members of the MISA/SAMU or the National Union of Metalworkers of South Africa, regardless of their earnings.
- (4) (a) Notwithstanding the provisions of sub-clause (1) of this clause, the provisions of this Division on hours of work shall apply to all motor vehicle salespersons or supply salespersons, and the provisions of this Division on overtime and Sunday work shall not apply to any motor vehicle salesperson or supply salesperson, regardless of earnings.
  - (b) The provisions of clause 8(13) of this Division shall be applicable to office, stores, sales and clerical employees, excluding motor vehicle sales persons or supply sales persons, receiving up to R7 611,75 per month (R1 756,55 per week) excluding commission on sales in Areas A and R6 465,75 per month (R1 492,10 per week) excluding commission on sales in other areas.
- (5) If any provision in Division A is in conflict with any provision of this Division, the provision in the latter Division shall prevail.

## CLAUSE 2 - DEFINITIONS

For the purposes of this Division -

- (1) **"accountant"** means an employee who is exclusively responsible for producing, finalising and submitting a full set of annual financial statements for an establishment registered in the Motor Industry;
- (2) **"bookkeeper"** means an employee exclusively responsible for preparing and maintaining books of accounts, i.e. cash books, ledgers and journals, and balancing same up to trial balance stage only;
- (3) **"clerical/office employee"** means an employee in an office who is mainly or exclusively engaged in clerical and/or administrative work such as writing and/or typing and/or operating a computer and includes storekeepers, timekeepers and telephone operators;
- (4) **"motor vehicle sales person"** means an employee mainly or exclusively engaged in the selling of motor vehicles who, in addition to a wage as defined in this Agreement, is paid a commission on such sales;
- (5) **"parts salesperson"** means an employee who is mainly or exclusively engaged in interpreting/soliciting and/or taking orders for the sale and supply of motor vehicle

spares and accessories;

- (6) **"part-time employee"** means a clerical employee who is employed by the same employer for not more than five hours in the aggregate on any one day;
- (7) **"senior managerial employee"** means an employee who has the authority to hire and discipline and/or dismiss employees and/or represent the employer internally and externally and/or direct the activities of other employees and/or is responsible for the flow of work in a department and/or branch;
- (8) **"shop assistant/sales person"** means an employee who mainly or exclusively performs any of the following duties in or about an accessory shop or motor vehicles sales room and/or showroom and/or any other establishment on or from which motor vehicles are sold:
- (a) Attending to customers;
  - (b) displaying goods;
  - (c) keeping and controlling stocks;
  - (d) assembling orders by means of getting out from stock and putting together goods required to fulfil orders, using an order form or an invoice;
  - (e) ticket writing;
  - (f) despatching goods out of any establishment to departments or for transit;
  - (g) selling goods or merchandise;
  - (h) selling motor vehicles;
- (9) **"storekeeper"** means an employee who is mainly or exclusively engaged in the control of stocks or stores;
- (10) **"supply sales person"** means an employee who is mainly or exclusively engaged in soliciting and/or taking orders for the repair and sale and/or supply of implements, machinery, equipment or appliances, or accessories or materials for use in connection with such implements, machinery, equipment or appliances, and who may deliver such new or repaired goods and collect moneys, and who, in addition, may oil, grease, and clean such implements, machinery, equipment or appliances and during any period of new vehicle warranty may effect minor adjustments such as -
- changing spark plugs and oil filters;
  - changing, fitting and tensioning fan belts;
  - fitting new battery cables and globes;
  - changing oil in air filters;
  - minor adjustments to carburettors and other similar adjustments;
- but who may not carry out mechanical repairs;
- (11) **"traveller"** means an employee who, as the travelling representative of an establishment on behalf of such establishment, is mainly or exclusively engaged in inviting, canvassing or soliciting orders from duly licensed traders and/or other persons for -
- (a) the sale and/or supply to them of goods for resale and/or for use or

consumption by such traders or other persons; and/or

- (b) the reconditioning, remanufacturing or rebuilding of any motor vehicle component,

and who may in addition collect money on behalf of such establishment.

### CLAUSE 3 - WAGES

- (1) (a) From the effective date of the Amending Agreement to 31 August 2005, the following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following Wage Schedule in the area of the Region in which his establishment is situated, and no employee shall accept a wage lower than that specified for his class in such area:

#### WAGE SCHEDULE : SECTORS 1, 2, 3, 4, 5 and 7

Class of employee	Minimum Wages			
	Areas A		Other Areas	
	Per week	Per month	Per week	Per month
(a) Office, stores, sales and clerical employee -	R	R	R	R
during first year of experience	510.98	2,214.23	472.33	2,046.76
during second year of experience	583.03	2,526.46	536.62	2,325.35
during third year of experience	671.47	2,909.71	619.11	2,682.83
thereafter	779.57	3,378.12	713.91	3,093.59
(b) Motor vehicle sales person -				
during first year of experience	616.53	2,671.62	565.06	2,448.60
thereafter	795.00	3,444.98	721.31	3,125.67
(c) Bookkeeper	1,002.29	4,343.24	924.79	4,007.45
(d) Accountant	1,705.06	7,388.58	1,570.95	6,807.45
(e) Parts salesperson -				
during first year of experience	642.62	2,784.67	595.33	2,579.76
thereafter	789.39	3,420.67	721.55	3,126.73

Class of Employee	All Areas	
	Per week	Per month
(f) Traveller - during first year of experience	645.27	2,796.17
thereafter	789.39	3,420.67
(g) Supply sales person - during first year of experience	645.27	2,796.17
during second year of experience	739.28	3,203.56
during third year of experience	828.52	3,590.26
thereafter	889.15	3,853.00
(h) Part-time employees	*	*

\* One-eleventh of the minimum weekly wage as prescribed for clerical employees in (a) hereof, for ordinary time worked on each day in any one week, or one fourth-fifth of such prescribed minimum weekly wage for each hour or part of an hour of ordinary time worked in any one week, whichever is the greater.

[**Note:** 1. For minimum prescribed wages in respect of Sector 6 please refer to clause 3(2) of Division D of this Agreement.

2. **Guaranteed Wage Increases**

An employer shall pay his employees who are earning above the prescribed minimum wages at the time of publication of this Agreement, the guaranteed wage increases as set out in Division D of this Agreement.]

(b) For the period **1 September 2005 to 31 August 2006** and **1 September 2006 to 31 August 2007** respectively, the minimum prescribed wages will increase by the equivalent of the June 2005 and 2006 CPIx plus 2% respectively; provided that if the June CPIx in 2005 and 2006 respectively is 4% or less then the increase will be 6% and if the CPIx is more than 7% then the maximum percentage increase will be 9%.

(2) **"Experience"**, for the purposes of sub-clause (1) of this clause, means the period or periods of employment that an employee has had either with his present or any other employer in the particular occupation in which he is employed: Provided that only periods of employment in the Motor Industry shall count for this purpose in the case of employees mainly or exclusively engaged in the maintenance of stock records, and in the case of costing clerks, shop assistants, storekeepers and travellers: Provided further that experience in relation to a typist, storekeeper, timekeeper or telephone operator shall mean the total period or periods of employment which such employee

has had as a typist, storekeeper, timekeeper or telephone operator respectively.

- (3) **"Costing clerk"**, for the purposes of this clause, means a clerical employee mainly or exclusively engaged in the calculation of costs of services rendered and/or goods supplied by or in connection with the Motor Industry.

#### **CLAUSE 4 - ORDINARY HOURS OF WORK**

- (1) (a) Subject to the provisions of sub-clause (4) of this clause, the ordinary hours of work of any employee, other than a part-time employee, shall notwithstanding anything to the contrary contained in this sub-clause, not exceed 45, excluding meal intervals, in any one week, and eight, excluding meal intervals, on any one day: Provided that -
- (i) in any establishment where on one day in every week the ordinary hours of work are not more than five, any employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or
  - (ii) an employee who does not ordinarily work on more than five days a week may on any working day be required or permitted to work for an additional period of 15 minutes per day to a maximum of 60 minutes per week;
  - (iii) subject to the provisions of paragraph (1)(a)(i) and (ii) of this clause, an employee's ordinary hours of work shall terminate not later than 20:00 on any day and subject to the provisions of sub-clause (2)(a) of this clause, shall be continuous.
  - (iv) employees may, subject to their consent and sub-clause (2)(b) hereof, work flexible working hours over seven days a week and for hours beyond 08:00 to 17:00.
- [Note:**
- 1. Employers may apply for exemption from the provisions of sub-clause (1)(a)(iii) of this clause, which exemption shall be subject to compliance with predetermined guidelines.
  - 2. Any change to an employee's ordinary hours of work, which prevailed at the date of publication of this Agreement, shall be subject to mutual agreement having been reached between himself and his employer and no intimidation shall be exercised by an employer to reach such agreement.]
- (b) The ordinary hours of work of a part-time employee shall not exceed five on any day.

- (2) No employer shall require or permit any employee -
- (a) to work for a continuous period of more than five hours without an uninterrupted interval of less than one hour:
- Provided that, for the purposes of this paragraph, a period of work interrupted by period of less than one hour shall be deemed to be continuous:
- Provided further that an employer may agree with those of his employees who normally work on only five days each week that the uninterrupted interval referred to in paragraph (a) of this subclause shall be reduced to not less than 30 minutes, but before a reduced interval may be put into operation the employer shall enter the details of the agreement to the reduced interval, including the terms thereof and the employee's consent thereto, in a proper record to be kept for inspection purposes;
- (b) to work his ordinary weekly hours over more than five and a half days in any week.
- (3) All employees, except travellers and their assistants, shall be entitled to and be granted a rest interval of 10 minutes at as nearly as practicable to the middle of each morning and afternoon work period, and such interval shall, for the purpose of calculating wages, be reckoned as part of the ordinary working hours.
- (4) Whenever any traveller or his assistant is at any time during the course of his employment required to work away from the establishment of his employer, the provisions of sub-clause (2) of this clause shall not apply and the hours of work stipulated in sub-clause (1)(a) of this clause may for purposes of such work be extended by up to 15 minutes in a day but not more than 60 minutes in a week.
- (5) For the purposes of this clause, an employee who is arrested or detained by the police for any offence or suspected offence shall, for the period during which he is under arrest or so detained and unable to continue his employment, be deemed to have absented himself without permission.

#### **CLAUSE 5 - OVERTIME**

- (1) (a) Where any employee is required or permitted to work in excess of the days or hours prescribed in clause 4 of this Division, any such excess shall be overtime and the employee shall be paid for the overtime at the rates specified in sub-clause (8) of this clause: Provided that overtime shall not extend beyond 23:00 Mondays to Fridays, and 18:00 on Saturdays.
- (b) The provisions of this clause shall be subject to the provisions of clause 6 dealing with work on Sundays.
- (2) No employee shall be required or permitted to work overtime for more than 10 hours in any one week.

- (3) An employee may be required to work an additional 10 hours' overtime over and above the 10 hours referred to in sub-clause (2) of this clause, provided a licence of exemption has been obtained as follows:
- (a) The employer shall submit an application to the Regional Secretary of the Regional Council;
  - (b) the Regional Secretary of the Regional Council shall consult with the employers' organisation and the trade union representing the employees concerned on the merits of the application for exemption; and
  - (c) if approved, the Regional Secretary of the Regional Council shall issue a suitable licence of exemption (subject to the provisions of this sub-clause that authorise the additional overtime to a maximum of 10 hours per week); and
  - (d) the Regional Secretary shall submit the licence of exemption to the Regional Council for ratification at the next meeting of the Regional Council and, failing ratification, the licence of exemption shall be null and void.
- (4) The maximum of the total overtime (overtime and the additional overtime together) shall not exceed 60 hours in any period of four continuous weeks.
- (5) Whenever an employee is requested to work overtime in excess of 10 hours (additional overtime) his employer shall notify the employee not less than 72 hours in advance of the intention to work such additional overtime.
- (6) Notwithstanding any other provision, no employee shall qualify for overtime payment in respect of any week during which he has worked less than 45 hours. The required 45 hours to qualify for overtime shall be subject to a *pro rata* reduction if any of the following occur in a particular week:
- (a) Statutory public holidays during the week referred to in clause 17 of Division A; and/or
  - (b) absence during the week with the permission or condonation of the employer; and/or
  - (c) the commencement of a new contract of employment during that week.
- (7) An employee who is aggrieved by the employer's non-condonation of his absence for purposes of calculating the 45 hours for purposes of calculating overtime may appeal to a Regional Council against the employer's decision. The Regional Council may, after considering any reasons that may be submitted in support of such decision, confirm that decision or give such other decision as in its opinion ought to have been given in that case. The employee shall have the right to further appeal against the Regional Council's decision to the National Council, whose decision shall be final.
- (8) An employee shall not be paid less for overtime than -
- (a) one and a half times the ordinary wages for overtime worked between 06:00 and 23:00;



- (b) double the ordinary wages for overtime worked between 23:00 and 06:00 and/or on statutory public holidays.
- (9) No employee shall be required or permitted to work overtime in excess of two hours after the completion of his ordinary working hours on any particular day, unless such employee has been -
- (a) provided with an adequate meal prior to the commencement of such overtime; or
  - (b) paid a minimum allowance of R10,00 sufficiently in advance to enable such employee to obtain a meal prior to the commencement of the overtime work.
- (10) Notwithstanding anything to the contrary contained in this clause, no employee shall be required or permitted to work -
- (a) overtime for purposes of stock-taking for more than 15 hours in any one year or 15 hours spread over a period of more than 12 consecutive days;
  - (b) overtime for purposes other than stock-taking in excess of four hours on any one day:
- Provided that whenever any employee is required to work overtime for purposes of stock-taking, his employer shall give written notice of not less than seven days of the intention to work such overtime to the employee concerned.
- (11) Sub-clause (10) shall apply to workshop administrative staff, clerical employees employed by filling and/or service stations and supply sales persons.
- (12) Notwithstanding any provision to the contrary, no employee shall be required to work overtime other than on a voluntary basis, free from any form of coercion, intimidation or victimisation.

## **CLAUSE 6 - SUNDAY WORK**

- (1) ***The right to work on Sundays –***
- (a) For all employees Sundays shall be regarded as normal working days.
  - (b) Employees may, subject to their consent, work more than two Sundays per month.
- (2) ***Hours of work on Sundays –***

The hours of work on Sundays shall be restricted to the hours between 06:00 and 18:00.

(3) ***Pay for Sunday work –***

The employer of an employee who works on a Sunday shall pay him at the rate of double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer shall pay the employee at one and one-half times the employee's wage for each hour worked.

(4) Whenever any employee works not more than four hours on a Sunday to supervise shift changes and/or to collect cash from forecourt attendants, his employer shall pay him -

- (a) two hours' wages for work up to one hour;
- (b) an additional two hours' wages for every additional hour or part of an hour worked up to four hours.

**(Note -** An employee who on a Sunday does stock-taking or work of an emergency nature or who works for more than four hours on the duties specified in this sub-clause shall be paid in accordance with sub-clause (3) of this clause.)

## **CLAUSE 7 - STANDBY AND CALL-OUT ALLOWANCES**

(1) ***Standby allowance -***

- (a) Any employer may require an employee to standby on any Saturday and/or Sunday: Provided that such employee shall be entitled to notice, in writing, of not less than one week to that effect.
- (b) Whenever an employee is required to standby in terms of this sub-clause he shall be paid, irrespective of whether he is required to work while on standby, a standby allowance of not less than R60 in respect of each day on which he is required to so standby:

Provided that whenever he is required to work while on standby, the standby allowance shall not be set off against the remuneration payable in terms of this agreement for such work.

- (c) An employee who is required to standby shall present himself for duty within one hour of being called and where he fails to present himself, the standby allowance shall be forfeited.
- (d) The provisions of this clause shall not apply to employees who before the close of business on Friday enter into an agreement with their employers to supervise shift changes of and/or collect cash from forecourt attendants on the succeeding Saturday or Sunday.

(2) **Call-out allowance -**

- (a) An employer may call out an employee to work prior to his normal starting or after his normal finishing time on any day of the week: Provided that a call-out allowance of R65 shall be paid in each case where such employee is so called out: Provided further that a call-out allowance shall not be paid to an employee in respect of the first call-out while such employee is paid a standby allowance for that day.
- (b) An employee who is so called out shall present himself for duty within one hour of being called and where he fails to present himself, the call-out allowance shall be forfeited.
- (c) Whenever an employee is called out, the call-out allowance shall not be set off against remuneration payable in terms of this Agreement for such work.

**CLAUSE 8 - ANNUAL LEAVE**

(1) For the purposes of this clause -

- (a) **'leave cycle'** shall mean the period during which an employee earns three weeks' leave in terms of sub-clause (2) of this clause;
- (b) the terms **'employment'** and **'shift'** include -
  - (i) shifts that are of shorter duration than those permitted in terms of this Division, because -
    - (aa) the employee arrived late at his place of work, but such lateness did not exceed half-an-hour; or
    - (ab) short-time was worked; or
    - (ac) such shorter shifts were worked with the permission of the employer;
  - (ii) shifts that the employee concerned normally would have worked but did not work because he was -
    - (aa) absent on paid leave in terms of this Agreement;
    - (ab) doing military service in terms of the Defence Act, 1957, to the extent of a maximum period of four months per year;
    - (ac) absent from work on the instructions or at the request of his employer;

- ad) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding 30 days in any leave cycle;
- (ae) absent from work on any of the public holidays referred to in clause 17 of Division A of this Agreement:

Provided that an employee who after the expiration of his annual leave terminates his employment by desertion shall have no claim in respect of (ii)(aa) above of this definition;

- (c) **'remuneration'** shall mean an employee's wages as defined in this Agreement, plus any bonus regularly paid to the employee, the amount of such bonus being deemed to be the average amount received by or accrued to an employee in respect of the period of 13 weeks immediately preceding the date the employee goes on annual leave or terminates his employment, or if a period of less than 13 weeks has been worked, the average amount received by or accrued to an employee in respect of the number of complete weeks actually worked: Provided that in respect of motor vehicle sales persons and supply sales persons, 'remuneration' for the purposes of calculating accrued leave pay shall mean an employee's wage as defined in this Agreement, plus any commission on sales regularly paid to the employee, the amount of such commission being deemed to be the average amount received by or accrued to an employee in respect of the period of 52 weeks immediately preceding the date the employee goes on annual leave or terminates his employment, or if a period of less than 52 weeks has been worked, the average amount received by or accrued to an employee in respect of the number of complete weeks actually worked.

**[Note - A "bonus regularly paid to the employee" in terms of this definition does not include commissions.]**

- (2) (a) Subject to the provisions in sub-clause (2)(b)(i) of this clause, three weeks' leave on full pay shall be granted to all employees who have completed the period of continuous employment with the same employer, as set out in the Schedule below, since the date of engagement or from the date on which the previous annual leave fell due, whichever is the later.
- (b) Subject to the provisions in sub-clause (2)(b)(i) of this clause, four weeks' leave on full pay shall be granted to all employees who on or after 1 December 1990 have completed 8 or more periods of continuous employment with the same employer, as set out in the Schedule below, since the date of engagement: Provided that -
  - (i) Annual leave may be split by mutual agreement between the employer and employee, on condition that no intimidation is exercised to obtain such agreement;
  - (ii) the provisions in this clause relating to accrued leave pay, shall apply *mutatis mutandis* in the case of employees who qualify for four weeks'

annual leave:

## SCHEDULE

(aa) Weekly-paid employees -

(A) normally working a five-and-a-half-day week: 313 shifts, excluding overtime;

(B) normally working a five-day week: 261 shifts, excluding overtime.

(bb) Monthly-paid employees: 12 months.

(3) Annual leave shall be granted and taken in consecutive weeks.

(4) Annual leave shall become due immediately an employee has completed the qualifying period specified in sub-clause (2) of this clause, but it may be taken before or after it becomes due if -

(a) the exigencies of the employer's business so require; or

(b) the employer and the employee so agree:

Provided that annual leave shall in no circumstances be taken more than two months before the due date nor delayed for more than four months after the due date unless the employee and the employer concerned have, before the expiration of such period of four months, agreed thereto, in writing, and shall not be delayed by more than six months after the due date.

(5) Pay for annual leave shall be calculated at the rate of remuneration the employee is receiving at the date on which he proceeds on his annual leave: Provided that this shall not be less than the rate prescribed in this Division for the category of employee concerned.

**[Note:** Pay for annual leave in respect of a motor vehicle sales person or supply sales person shall be payable in accordance with sub-clause (12)(b) of this clause.]

(6) (a) If any of the paid public holidays referred to in clause 17(1)(a) of Division A falls on a working day within the period of leave of an employee, one working day on full pay shall be added to the said period in respect of such public holiday.

(b) If any paid public holiday, other than those referred to in clause 17(1)(a) of Division A, falls on a working day within the period of leave of an employee, other than an employee who falls into the classification of workshop administrative staff and supply salesman, one working day on full pay shall be added to the said period of leave in respect of each such holiday.

- (7) (a) Annual leave shall not be concurrent with any period during which the employee is under notice of termination of employment, nor, unless the employee so requests in writing, with any period during which an employee is doing military service in terms of the Defence Act, 1957.
- (b) Sick leave shall not be concurrent with any period during which the employee is on annual leave, i.e. sick leave cannot be taken whilst on annual leave.
- (c) Subject to sub-clause (6)(a) of this clause, an employer shall permit an employee, at the employee's written request, to take leave during a period of unpaid leave which permission shall not unreasonably be withheld.
- (d) An employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave on full pay granted to the employee at the employee's request in that leave cycle.
- (8) No employee shall engage in his normal occupation during the period of his leave and no employer shall require or knowingly permit an employee to work in the Industry during the period of his leave.
- (9) Except as provided elsewhere in this Agreement, no deductions from leave pay shall be made as a set-off against any moneys that may be owing to the employer: Provided that the following conditions shall apply to staff loans:
- (a) Staff loans shall be limited to mutually agreed upon amounts advanced as a bona fide loan;
- (b) The employee shall consent to the staff loan in writing (acknowledgement of the loan stipulating the amount of the loan, the interest if any, instalments and the terms of the loan);
- (c) A copy of the acknowledgement of the loan shall be kept for purposes of MIBCO inspections and the employee concerned shall be handed a copy thereof;
- (d) The maximum amount deducted each month shall be in accordance with the limitations set out in clause 5 of the Administrative Agreement;
- (e) The aforementioned limitations may be exceeded in the event of termination of employment for whatever reasons with the written approval from the Regional Council concerned.
- (10) The pay due to an employee for annual leave shall be paid by the employer on the last working day prior to the beginning of the employee's leave if the employee requests payment before his proceeding on leave.
- (11) On termination of the services of an employee who has qualified for annual leave in terms of sub-clause (2) of this clause but who has not been granted or has not taken his leave at the date of such termination, an amount of leave pay calculated in accordance with the provisions of sub-clause (12) of this clause and a leave bonus in

accordance with the provisions of sub-clause (13) of this clause shall be paid by his employer.

- (12) (a) An employee who is discharged from or leaves his employment before he has qualified for annual leave in terms of sub-clause (2) of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed span of employment from the date of beginning work with the employer or from the date on which his last leave became due, whichever is the later. For the purposes of this sub-clause, 'span' means the number of shifts normally worked by an employee in a week.

**[Note** - Accrued leave pay is calculated by multiplying three weeks' wages by the fraction of a year worked, thus -

for six months' employment, leave pay is  $\frac{1}{2}$  x three weeks' pay;  
for 13 weeks' employment, leave pay is  $\frac{1}{4}$  x three weeks' pay;  
for five weeks' employment, leave pay is  $\frac{5}{52}$  x three weeks' pay.

To arrive at three weeks' pay for a **monthly paid** employee, multiply the monthly pay by 9/13. Thus for a monthly-paid employee the leave accrued in -

six months is  $\frac{1}{2}$  x 9/13 x one month's pay;  
13 weeks is  $\frac{1}{4}$  x 9/13 x one month's pay;  
five weeks is  $\frac{5}{52}$  x 9/13 x one month's pay.]

- (b) In the case of a motor vehicle sales person and supply sales person, accrued leave pay shall be calculated on the basic wage plus average commission on sales earned over the preceding 52 weeks, or accrued in respect of the number of complete weeks actually worked, should the latter period be less than 52 weeks.
- (13) (a) Employees for whom wages are prescribed in paragraphs (a) and (c) of the Schedule to clause 3 of this Division, and part-time employees who normally work four hours or more per day or 20 hours or more per week who qualify for paid annual leave shall be paid a holiday bonus by their employers.
- (b) The amount of the holiday bonus referred to in paragraph (a) of this sub-clause shall be two weeks' wages, with a maximum payment of R2 268,00 per annum; provided that this provision shall not apply to motor vehicle sales persons and supply sales persons and provided further that in the case of establishments registered under Chapter III of Division C of this Agreement, the leave bonus will increase from two weeks to three weeks with effect from 1 September 2005.
- (c) The holiday bonus shall become due and payable at the same date as the annual leave falls due.
- (d) Payment of the bonus prescribed in paragraph (a) above shall be made as follows, by mutual agreement reached between the employer and the employee -

- (i) on completion of 12 months' service; or
- (ii) at commencement of the employee's annual leave; or
- (iii) by not later than the 20th day of December of each year:

Provided that in the event of agreement not having been reached between the employer and the employee, the bonus shall be payable to the employee on completion of his leave cycle.

- (e) Where an employee is discharged or leaves the services of his employer before qualifying for a leave bonus, such employee shall be paid a pro rata portion of his leave bonus on termination of service equivalent to one fifty-second of two weeks' remuneration for each completed span of employment. For the purposes of this sub-clause "span" means the number of shifts normally worked by the employee in a week; Provided that -
  - (i) in the case of an employee whose services are terminated as a result of dismissal for misconduct, incapacity relating to poor performance or desertion, this sub-clause shall not be applicable;
  - (ii) such dismissal for reasons other than desertion is preceded by a formal hearing and the employee concerned is found guilty as charged;
  - (iii) where the employee concerned is found guilty and such finding is overturned during the Dispute Resolution process to the status of "unfair dismissal", such employee shall be granted the pro rata holiday bonus as prescribed in this clause.

### **CLAUSE 9 - SUPPLY OF OVERALLS**

- (1) Every employer who requires any employee to wear a uniform, overall, dustcoat or apron shall provide such garment free of charge.
- (2) Employees supplied with garments in terms of this Agreement shall maintain such garments in a clean condition.
- (3) Garments supplied in terms of this clause shall remain the property of the employer.
- (4) (a) Every employer who supplies garments to employees in terms of this clause shall keep available for inspection at all times a register in which shall be recorded in ink the names of all employees concerned, the date of issue of the garments and the number of garments issued.
- (b) The signature of the employee concerned to each record in terms of the preceding paragraph shall be evidence of the receipt by the employee of such garments.



- (5) Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with any applicable prescriptions promulgated in terms of the Occupational Health and Safety Act, 1993.

## **CLAUSE 10 - TERMINATION OF SERVICE**

- (1) Subject to -
- (a) the right of an employer or an employee to terminate without notice for misrepresentation or for good cause recognised by law as sufficient; or
  - (b) the provisions of any written agreement between employer and employee stipulating a period in excess of that provided for in this clause, an employer or his employee shall give notice of intention to terminate a contract of service of not less than one week in the case of weekly-paid employees and two weeks in the case of monthly-paid employees; provided that in the event of an employer cancelling or changing a contract providing for the payment of commission to a parts salesperson or supply sales person and such employee gives notice of his intention to terminate his contract of employment, the employee may at his option reduce the notice period to one week, notwithstanding any written agreement stipulating longer notice.
- (2) The notice referred to in sub-clause (1) hereof shall be given in writing, shall take effect from the day on which it is given and may be given on any day of the week or month: Provided that the period of notice shall not run concurrently with, nor shall notice be given during the employee's absence on annual leave, military service or sick leave.
- (3) Subject to the provisions of sub-clause (1), should an employer fail to provide work or should an employee fail to work for the appropriate period of notice, the employer and/or employee shall pay or forfeit, respectively, an amount equal to the remuneration that would have been earned during the unexpired part of the notice period.
- (4) Notwithstanding anything to the contrary in this Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to in this clause, the employer shall be entitled to recover such amount from other benefits (if any) accruing to such employee at the time of his desertion.
- (5) (a) Notice of termination of a contract of employment must be given in writing except when it is given by an illiterate employee.
- (b) If an employee who receives notice of termination indicates to his employer that he is not able to understand it, the notice must be explained orally by or on

behalf of the employer to the employee in an official language the employee reasonably understands.

### **CLAUSE 11 - SHORT-TIME**

- (1) Subject to the provisions of sub-clause (3) of this clause and notwithstanding anything to the contrary in this Agreement, an employer may employ his employees on short-time: Provided that where such short-time is owing to slackness of trade and/or shortage of material, and an employee is required not to attend the establishment on a particular day, the employer shall notify him of the fact not later than the day immediately preceding the day on which he is not required to work, and where the employee is expressly required by the employer to report at the establishment on any particular day for the purpose of ascertaining whether work will be available, he shall, if no work or if work of less than four hours' duration is available, be paid not less than four hours' pay in respect of such a day.
- (2) In the event of short-time being worked an employer shall not be required to pay wages to his employees except for the period actually worked or as otherwise expressly provided for in sub-clause (1).
- (3) An employee may not be placed on short-time on any day which is a public holiday in terms of section 1, or declared as such under section 2 of the Public Holidays Act, 1994.
- (4) In the event of an employee being placed on short-time in excess of four weeks, the employer concerned shall provide the Regional Council with jurisdiction over the establishment with the following information in writing:
  - (a) The names of all employees placed on short-time;
  - (b) the reasons for extending the working of short-time beyond four weeks;
  - (c) the date upon which short-time commenced; and
  - (d) the estimated duration of short-time.
- (5) In the event of short-time exceeding eight weeks the Regional Secretary shall report the matter to the Regional Council concerned.

### **CLAUSE 12 - RETRENCHMENT PAY**

- (1) Notwithstanding anything to the contrary contained in this Agreement, an employer shall, whenever an employee's services are terminated for the reason that he is retrenched, pay to such an employee, in addition to any payment that may be due in lieu of notice of termination of services, a sum equal to two weeks' wages for each completed year of service for the first four years' service with an employer, and one week's wages for each completed year of service for the next eight completed years' service with that employer; Provided that two weeks retrenchment pay calculated on a pro rata basis after only 4 months employment in the first year of employment shall be

applicable; Provided further that –

- (i) in the case of a motor vehicle salesperson or supply salesperson, “wages” shall mean their basic wage plus average commission on sales earned over the preceding period of 13 weeks.
- (ii) the earnings of an employee may be reduced as an alternative to retrenchment where this has been agreed to in writing by the employer, the employee and the trade union representing the employee and in the case of a non-party establishment and a non-union employee in a party shop, the employer shall apply to the Regional Council concerned for such approval.
- (iii) Any employee who unreasonably refuses to accept an offer of alternative employment, either with the same, or with a different employer, shall forfeit entitlement to retrenchment pay: Provided the employer initiating the retrenchment makes a written offer of alternative employment on behalf of himself or another employer, and the offer must be reasonable taking into account location, status, its nature, remuneration and employee’s capacity: Provided further that the right to retrenchment pay shall not be affected where the retrenched employee secures alternative employment through his own efforts without assistance from the retrenching employer.

## DIVISION C

### CHAPTER I

#### PROVISIONS RELATING TO ALL ESTABLISHMENTS OTHER THAN THOSE REGISTERED UNDER CHAPTER II, III, IV OR V

##### CLAUSE 1 - SCOPE OF APPLICATION

The provisions of this Chapter and those of Divisions A and B shall apply to all establishments operating in the Motor Industry that are not registered under Chapter II, III, IV or V, and if any of the provisions of Division A or B are in conflict with the provisions of this Chapter, the provisions of the latter shall prevail.

##### CLAUSE 2 - DEFINITIONS

For the purposes of this Chapter -

**"auto-electrician's assistant"** (grade 5 employee) means an employee in an auto-electrical shop where at least one journeyman of the type normally employed in this kind of establishment is actively engaged and who, under the supervision of such journeyman, mainly or exclusively removes from and/or replaces electrical components and/or units and/or parts of motor vehicles without making final electrical connections and/or adjustments and/or strips components so removed;

[**Note** - The number of auto-electrician's assistants that may be employed in any one establishment is governed by the ratio provisions of clause 4 of this Chapter.];

**"B/A journeyman"** (grade 7 employee) means an employee over the age of 22 who is able to prove not less than three years' experience in a trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade, and who under the supervision of a journeyman performs work in the designated trade in which he has had the experience or, with the approval of the Regional Council concerned, in some other trade related to the activities covered by the definition of Motor Industry in this Agreement or an employee who is able to prove to the satisfaction of the Regional Council concerned not less than three and a half years' experience as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant with any employer in the Motor Industry as defined;

[**Note** - Regarding the proof required of three and a half years' experience a certificate of service shall be issued by the employer in which it is certified that the employee concerned had served either as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto-electrician's assistant or diesel pump room assistant, which certificate in turn shall be verified by the Regional Council concerned and the

employee shall submit proof of having attended the proper course at a duly registered group training centre.]

**"battery repairer"** (grade 3 employee) means an employee employed in a battery reconditioning, repairing and/or servicing establishment and who mainly or exclusively diagnoses battery faults and/or repairs, dismantles, re-plates, reassembles and/or re-insulates batteries;

**"body shop assistant"** (grade 5 employee) means an employee who in any auto body repair shop where at least one journeyman of the type normally employed in this kind of workshop is actively engaged, under the supervision of such journeyman, mainly or exclusively -

(a) removes and/or replaces, without making final electrical connections -

Parts and units from motor vehicles, tractors, agricultural machinery and equipment and/or attachments thereof;  
alternators;  
bodies;  
body badges, boot lids and tailgates;  
body mouldings;  
bonnets;  
brake drums; except where the drum and hub are one complete unit;  
bulbs;  
bumpers;  
cables, excluding electrical cables;  
cable linkages;  
cabs;  
carburettors;  
clutch cylinders;  
clutch plates;  
coil springs;  
cooling systems, excluding air-conditioning;  
cylinder heads, without torquing;  
doors, excluding the final adjustments;  
door handles;  
drive shafts, excluding front-wheel drives;  
engine assemblies;  
engine mountings;  
engine mud trays;  
exhaust lines, where no modification is required;  
exhaust systems;  
floor boards;  
floor covers;  
flywheel covers, detachable;  
fuel pipes;  
fuel pumps, excluding injector pumps;  
fuel tanks;  
gearbox assemblies;  
gearbox mountings;  
glass, other than rear lights;

gravel pans;  
grills;  
handrail brackets;  
head-linings;  
heaters;  
lamps;  
manifolds;  
mudguards;  
non-electrical aerials;  
non-electrical sunroofs;  
oil strainers;  
panels exterior or interior, and fittings other than where welded;  
pressure plates;  
propeller shafts;  
radiators;  
radiator plugs;  
radios and tape recorders, excluding the final electrical connections;  
rear body lights;  
running boards;  
seats;  
self-starters;  
shells;  
shock absorbers;  
springs, leaf, front and rear;  
striker plates;  
valances;  
water hoses;  
window frames;  
window winders, manual;

(b) removes and/or without the use of hand tools repositions and hand tightens rear axle housing assemblies;

(c) removes but does not replace:

Aerials;  
complete front axle assemblies;  
dashboard component parts;  
doors;  
exterior panels where welded on;  
front-wheel suspensions;  
glass;  
springs, front coils or wishbone type;  
steering assemblies;  
sunroofs;  
tow-bars and plug-in wiring units;

(d) in relation to any vehicle, repairs body leaks by filling, and engine differential and gearbox leaks by tightening;

(e) balances wheels with any machine made to balance wheels off the vehicle;

- (f) applies body fillers or other materials, welds and grinds metals where necessary, and applies primer of any colour to the exterior or interior of motor vehicles;
- (g) strips springs which have been removed from vehicles;
- (h) drills holes to templets;
- (i) fits safety belts to vehicles where anchor points exist;
- (j) fits loose seat covers when no alteration to them is necessary;
- (k) cuts away damaged body parts by means of impact cutter, hand or air operated, or with hacksaw, under the direction of a journeyman;
- (l) applies by brush, spray gun, aerosol dispenser or other means dye, paints, varnish, lacquer or other protective coatings to engines and/or any components or accessories mounted within the engine compartment, or to floor mats, seat surfaces, luggage compartments or side-kick plates:
- (m) fitting of front and rear windshields;
- (n) removing and/or replacing -
  - alarms;
  - dashboard component parts;
  - electric windows;
  - immobilisers;
  - locks;
  - plug-in wiring units;
  - radios;
  - self-locking units;
  - side glasses;
  - tow bars:
- (o) blends paint colour by means of predetermined formulae;

Provided that the performance of any of the operations enumerated in this definition shall not be construed as permitting the performance of any journeyman's work incidental to such operation;

**[Note** - The number of body shop assistants that may be employed in any one establishment is governed by the ratio provisions of clause 4 of this Chapter.];

**"char"** (grade 1 employee) means an employee mainly or exclusively employed in any one or more of the following duties:

- Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;
- dusting of vehicles;
- franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;

making and/or serving tea or similar beverages;  
preparing and/or serving food not for sale to the public;  
washing, waxing and vacuuming motor vehicles in all establishments,  
including registered Auto Valet establishments;  
polishing motor vehicles by hand;

**"clutch and brake operative"** (grade 6 employee) means an employee mainly or exclusively engaged on -

machining of brake drums and/or discs and/or flywheels and who uses measuring instruments and/or may set and adjust lathes for this purpose;  
fitting of clutches; and/or  
assembling of clutch cover assemblies, including final adjustments to specifications and using measuring instruments;

**"diesel pump room assistant"** (grade 5 employee) means an employee engaged mainly or exclusively on -

assembling injectors, excluding calibrating;  
lapping nozzles by hand and/or manual machine;  
placing pumps onto test benches and removing them;  
stripping and cleaning fuel pumps, injectors and turbochargers;

[**Note** - The number of diesel pump room assistants that may be employed in any one establishment is governed by the ratio provisions of clause 4 of this Chapter and clause 3(3) of Chapter IV of Division C of this Agreement.];

**"driver motorcycle and/or scooter"** means an employee who mainly or exclusively drives motorcycles and/or scooters;

**"driver light vehicle"** means an employee who mainly or exclusively drives motor vehicles with a gross vehicle mass of up to 3 500 kg, including forklifts and tractors;

**"driver heavy vehicle"** means an employee who mainly or exclusively drives motor vehicles with a gross vehicle mass of over 3 500 kg;

**"forecourt attendant"** (grade 1 employee) means an employee who in a filling and/or service station mainly or exclusively performs any of the following duties:

Attending to the parking of vehicles;  
checking for oil leaks, but only during the process of oiling and greasing;  
compiling oil sheets for vehicles which are to be lubricated;  
connecting and disconnecting batteries;  
draining oil sumps;  
dusting vehicles;  
filling batteries in connection with charging operations, bottles or other containers for stock;  
differentials, fuel tanks, gear boxes, master cylinders, oil sumps, radiators and steering boxes;  
filling in, by brush, with ready mixed paint small chip marks or scratches on vehicle bodies;



fitting, removing and/or replacing batteries, grease nipples, tyres, tubes, rims and road wheels;  
handling money;  
inflating tyres and tubes;  
issuing parking tickets;  
lowering and/or raising motor vehicles by jack or hoist;  
maintaining oil stock records at grease hoists;  
making and serving tea or similar beverages;  
oiling and greasing of motor vehicles or parts thereof;  
operating credit card machines for the sale of petrol, lubricants and fuels;  
painting battery cradles, rims, tyres and road wheels;  
polishing motor vehicles;  
receiving money from customers and giving change;  
removing air, fuel and oil filters of the screw-on-screw-off types;  
repairing punctures, including the fitting and reseating of tyre or inner tube valves;  
selling anthracite, braai wood, charcoal, oil, fuel, beverages, food and/or LP gas in sealed containers;  
tightening bolts and studs on differentials, sumps and transmissions when necessary, but only during the process of oiling and greasing;  
washing motor vehicles;  
waxing of motor vehicles, vacuum cleaning vehicles on the forecourt and general cleaning duties on the forecourt such as washing, cleaning and scrubbing driveways, toilets, pump islands, petrol pumps and other equipment;

**"general worker"** (grade 2 employee) means:

- (a) in relation to all establishments, an employee who is mainly or exclusively engaged on any of the following duties:

Accepting written orders in return for goods delivered outside the employer's premises;  
accompanying a traveller on his journey and assisting in driving and in packing, unpacking and displaying of samples;  
affixing printed or ready addressed labels on to bottles, boxes, bales or other packages;  
applying adhesives, belt dressing, deadener materials or anti-corrosive coatings (excluding primer, surfaces and finishing coats), putty, sealing compounds for purposes of dust-proofing and/or water-proofing;  
applying and removing sash clamps, G-clamps, toggle clamps and battery hold-down clamps;  
assembling and/or repairing motor-assisted pedal cycles and pedal-assisted motor cycles;  
assembling, packing and mass-measuring goods in accordance with instructions and/or packing slips;  
assisting on delivery vans;  
attending to boilers;  
attending to the parking of vehicles;  
carrying goods;  
cementing tyres;

checking and/or recording identification marks on goods;  
cleaning and placing diesel pumps on workbenches for repair;  
cleaning by hand, brush, machine or pickling, or degreasing;  
cleaning moulds;  
closing or opening bales, boxes or other packages;  
collecting spares on employer's requisition;  
compounding in connection with the painting of motor vehicles;  
conveying on foot, by bicycle, tricycle, or hand-propelled vehicle,  
goods, letters or messages;  
cooking of rations;  
counting and recording the result;  
cutting tyres;  
digging and/or removing the soil for foundations, drains and trenches;  
dismantling scrap motor vehicles, other than the stripping of engines;  
emptying containers;  
extracting battery cells for inspection;  
filing of body filling, solder, welding and old paint from parts under  
repair and adjacent parts, solder or welding on new parts and of sheet  
metal which has been panel beaten;  
filing and sorting of standard printed forms into alphabetical,  
numerical, date, colour or commodity order;  
firing and loading ovens and furnaces and removing refuse from  
furnaces;  
fitting and/or removing curing tubes and/or sectional bags to and from  
tyres and placing tyres in moulds thereafter;  
fitting and/or removing registration number plates to and from vehicles;  
franking mail matter;  
gardening;  
greasing and oiling machinery, including lathes and overhead shafting,  
while stationary;  
handling moneys;  
holding parts, materials and/or tools and placing parts and materials  
into position under the supervision of an employee in a higher wage  
group;  
issuing materials previously recorded by storekeepers;;  
issuing and/or receiving tools and/or equipment to and from tool room  
and maintaining a record thereof;  
issuing goods from workshop store to workshop personnel and  
recording same;  
issuing parking tickets;  
loading and unloading vehicles;  
making crates;  
marking and/or stencilling packages and/or parts with brush or spray-  
gun or rubber stamps;  
masking;  
mass-measuring and recording the result;  
mixing, by hand or machine, materials, including concrete and mortar,  
but excluding colour blending and fibre glass constituents;  
moving and/or stacking and/or unpacking goods;  
operating goods lifts and letter copying or duplicating machines;  
operating a passenger lift;

painting buildings, fences, plant and equipment for maintenance purposes only;  
painting, by brush and/or gun, axles, brake drums, brake shoes, chassis and undersides of vehicle bodies and of trailers;  
painting by brush front and rear bumpers, wheels of commercial vehicles or bus chassis;  
polishing vehicles;  
receiving money from customers and giving change;  
rough water-proofing paint on canvas;  
rough stuff to inside of vehicle bodies;  
painting pallets;  
polishing by hand or machine in connection with the painting of motor vehicles;  
polishing moulds;  
preparing food for cooking;  
pre-treating metal by chemical process in panel-beating establishments;  
recording and/or checking identification marks on goods and registration numbers of vehicles;  
recording on bin cards;  
recording items on a pre-printed check list to workshop;  
removing clip-on body mouldings;  
removing pitch from batteries;  
repairing curing tubes and sectional bags;  
repairing pallets;  
rough cutting;  
rubbing down of filling, primer and putty;  
sand or shot blasting;  
sandpapering;  
screwing down moulds;  
sealing batteries;  
selecting and placing goods into bins;  
smelting of shavings into ingot forms;  
sorting goods and recording the result;  
stirring materials;  
stripping tyres;  
teasing coir and horsehair;  
trimming tyres;  
truing spoke-wheels;  
washing and polishing motor vehicles;  
waxing moulds;  
wrapping of goods;  
writing of addresses copied from invoices or packing slips;  
removing but not replacing -  
    alternators;  
    body badges;  
    body mouldings;  
    bonnets;  
    bulbs;  
    bumpers;  
    cables - excluding electrical cable levers;

doors;  
door handles;  
engine mud trays;  
generators;  
damaged glass;  
gravel pans;  
grills;  
lamps;  
oil filters or strainers and the cleaning thereof;  
rear body lights;  
running boards;  
seats;  
self starters;  
shock absorbers, excluding struts;  
striker plates;  
sump nuts and bolts;  
valve covers;

applying protective coating to engines, components or accessories mounted within the engine compartment and to floor mats, seat surfaces, luggage compartments or side-kick plates;  
fitting loose seat covers when no alteration is required to them;  
removing paint and preparing surface for repainting, excluding the application of lead filler;

mixing by hand or machine, materials, including concrete, mortar and fibre glass constituents, but excluding colour blending;

- (b) subject to the provisions of clause 10 of Division A which fixes the minimum weekly wage for driving vehicles, an employee who, in addition to performing any of the duties enumerated in paragraph (a) of this definition, may also drive vehicles;
- (c) in relation to an establishment engaged exclusively in the business of motor graveyards and/or motor scrap-yards, an employee who, in addition to performing any of the duties enumerated in paragraph (a) of this definition, may also strip engines other than for repair;

**"journeyman"** (grade 8 employee) means a person who performs journeyman's work and who -

- (a) has served an apprenticeship in a designated trade in accordance with the requirements of the Manpower Training Act, 1981, or in accordance with a written contract approved by the Regional Council; or
- (d) is in possession of a Grade A membership card issued by MISA/SAMU or the National Union of Metalworkers of South Africa; or
- (c) is in possession of a certificate issued to him in terms of the Manpower Training Act, 1981; or

(d) is in possession of an identity card issued by the Regional Council;

**"motor cycle mechanic's assistant"** (grade 5 employee) means an employee who in any establishment where at least one journeyman of the type normally employed in this kind of workshop is actively engaged, under the supervision of such journeyman, mainly or exclusively -

(a) removes parts or units from motor cycles and scooters with two or more wheels;

(b) replaces without making final electrical connections:

Bulbs;  
cables, other than electrical cables, and without final adjustment;  
commercial-type carriers, boxes and bodies;  
control levers, without final adjustment;  
crash bars;  
cylinder heads, two-cycle engines only;  
drive chains and sprockets, without final adjustment;  
engine assemblies;  
engine guard plates;  
exhaust systems;  
external covers -detachable;  
footrests, front and rear;  
fenders, front and rear, including mounting stays;  
fuel tanks and pipes thereto;  
front shock absorbers - detachable;  
head lamp internal shells;  
hooters;  
lamps;  
licence holders;  
oil coolers and pipes thereto;  
oil filters and strainers and the cleaning thereof;  
oil tanks and pipes thereto;  
rear shock absorbers;  
stands;  
sump nuts and bolts;  
switch assemblies;

(c) replaces -

front fork assemblies;  
frames;  
commercial-type side-car assemblies;

(d) applies protective coatings to engines and exhaust systems;

(e) sets clocks to correct time;

(f) balances wheels with any machine to balance wheels off the vehicle;

- (g) checks and reports on the operation of all electrical consumer points, direction indicators, locks and keys, windscreen wipers and washers;
- (h) assembles and/or strips units, other than engines, electrical fittings, telescopic forks, hydraulic shock absorbers and controls:

Provided that the performance of any of the operations enumerated in this definition shall not be construed as permitting the performance of any journeyman's work incidental to such operations or the use of a torque wrench;

**[Note** - The number of motor cycle mechanic's assistants that may be employed in any one establishment is governed by the ratio provisions of clause 4 of this Chapter.];

**"new motor vehicle, motor cycle and tricycle assembler"** (grade 3 employee) means an employee in any establishment who, in connection with the assembly of -

- (a) new motor vehicles, mainly or exclusively fits springs, bumpers, footboards, running boards, fenders, valances, exterior lamps, engine bonnets, axles, radiators, cabs, bodies, grills, seats, engine mud trays and steering box assemblies; and
- (b) new motor cycles and/or tricycles, mainly or exclusively fits handlebars to forks, light units, clutch and throttle controls to handlebars, exhaust systems to frames and engines, saddles, footrests, kick-starters, gear and brake levers, sealed beam lights, connects electric wire by means of pushclips, fits front wheels and mudguards, but excluding the final adjustments and testing;

**"operative air-conditioner fitter"** (grade 5 employee) means an employee who is employed only in workshops engaged mainly or exclusively in the installation, servicing and maintenance of air-conditioners and who installs, services and maintains air-conditioners;

**"operative exhaust fitter"** (grade 4 employee) means an employee mainly or exclusively engaged in -

- removing all corroded or faulty exhaust parts by undoing exhaust pipe flanges securing bolts;
- cutting tubing with a chain cutter or gas flame and welding brackets by gas and arc welding;
- bending pipes by using the old part as a sample;
- positioning new parts, sealing joints with exhaust sealer, then clamping tight;
- retightening pipe flange securing bolts and tightening all hanger brackets;

**[Note** - An operative exhaust fitter may be employed only in workshops engaged mainly or exclusively in the removing and replacing of exhaust lines.];

**"operative gearbox dismantler"** (grade 3 employee) means an employee who in any gearbox reconditioning establishment is engaged mainly or exclusively in dismantling motor vehicle gearboxes and/or transmissions and who in addition paints such units with protective paint by brush or spray gun;

[**Note** - An operative gearbox dismantler may not remove and/or replace complete gearboxes and/or transmissions from motor vehicles.];

**"operative radio/alarm fitter"** (grade 5 employee) means an employee who is employed only in workshops engaged mainly or exclusively in the installation, servicing, repairing and maintenance of radios and/or alarms, who installs, services, repairs and maintains radios and/or alarms and/or immobilisers and/or cruise controls;

**"operative sunroof fitter"** (grade 4 employee) means an employee mainly or exclusively engaged in the fitting of sunroofs to motor vehicles;

**"operative upholsterer"** (grade 4 employee) means an employee mainly or exclusively engaged in -

- stripping and fitting vinyl tops to motor vehicles;
- sewing or tacking seat and/or squab covers, padding and/or lining by hand and/or machine;
- stripping and/or repairing of seats, mats, hood-linings and/or upholstery of motor vehicles;

**"operative wheel balancer"** (grade 4 employee) means an employee who is permitted to balance wheels by using any machine designed to balance wheels on or off a motor vehicle;

**"parking garage attendant"** (grade 1 employee) means an employee who mainly or exclusively attends to the issuing of parking tickets and handling of moneys in a parking garage.;

**"radiator repairer"** (grade 5 employee) means an employee mainly or exclusively engaged in one or more of the following operations:

- Operating pre-set crimping or forming machines;
- cutting waterway and fin metal strips to set lengths;
- manipulating return-folding machines;
- framing core sections by means of press into required sizes;
- cleaning and tinning;
- dipping cores into acid baths and solder vats;
- sweating water vessels to cores;
- sweating side walls to cores;
- sweating tubes and tube plates;
- making filler necks to jigs;
- dismantling radiators;
- soldering, silver soldering, brazing and gas welding;

**"repair shop assistant"** (grade 5 employee) means an employee in any establishment in the workshop of which at least one journeyman is actively engaged on journeyman's work who, under the supervision of such journeyman, mainly or exclusively -

- (a) removes parts or units from motor vehicles, tractors, agricultural machinery and equipment and ancillary equipment and/or attachments thereof;
- (b) replaces, without making final electrical connections except where these are the clip-on or plug-in type:

- Alternators;
- bodies;
- body mouldings;
- bonnets;
- brake drums, except where the drum and hub are one complete unit;
- bulbs;
- bumpers;
- cables, excluding electrical cables;
- cable levers;
- cable linkages;
- carburettors;
- cabs;
- clutch cylinders;
- coil springs;
- cooling systems, excluding air-conditioning;
- cylinder heads, without torquing;
- doors;
- door handles;
- drive shafts, excluding front-wheel drive;
- engine assemblies;
- engine mountings;
- engine mud trays;
- exhaust systems;
- floor boards;
- floor covers;
- flywheel covers, detachable;
- fuel pipes;
- fuel pumps, excluding injection pumps;
- fuel tanks;
- gearbox assemblies;
- gearbox mountings;
- generators;
- glass;
- gravel pans;
- grills;
- handrail brackets;
- heaters;
- lamps;
- manifolds;
- mudguards;
- oil filters or strainers and the cleaning thereof;
- panels - exterior or interior, and fittings, other than where welded;
  
- clutch and pressure plates;
- propeller shafts;



radiators;  
radiator plugs;  
radios and tape recorders, excluding the final electrical connections;  
rear body lights;  
running boards;  
seats;  
seat covers;  
self-starters;  
shells;  
shock absorbers;  
springs, leaf, front and rear;  
striker plates;  
sump nuts and bolts;  
valances;  
valve covers;  
water hoses;  
window frames;  
window winders - manual;

- (c) removes and/or, without the use of hand tools, repositions and hand tightens rear axle housing assemblies;
- (d) sets clocks to correct time;
- (e) fits safety belts to vehicles where anchor points exist;
- (f) fits and adjusts fan belts where no measuring devices or instruments are necessary;
- (g) in relation to any vehicle, repairs body leaks by filling, and engine differential and gearbox leaks by tightening;
- (h) balances wheels with any machine made to balance wheels;
- (i) in relation to any vehicle -

- (i) checks and reports on the operation of:

All electrical consumer points;  
front seat adjusters;  
direction indicators;  
clocks;  
door and window handles;  
doors, locks and keys;  
windscreen wipers and washers:

Provided that any defects reported by a repair shop assistant shall not be rectified by an employee, other than a journeyman, B/A journeyman or apprentice;

- (ii) checks, adjusts and, if necessary, replaces:

Choke, bonnet, starter, hand throttle and heater, vent and cooling system cables;  
hose connections for water leaks;  
all electrical connections for tightness;  
clocks;  
direction indicators, door and window handles;  
doors, door rubbers, locks and keys;  
generator and alternator belts for correct tension;  
windscreen wipers and washers;

- (j) drills holes to templates;
- (k) in a workshop engaged exclusively in motor cycle and/or scooter repairs, assembles and/or strips units, other than engines, electrical fittings, telescopic forks, hydraulic shock absorbers and controls;
- (l) dismantles or strips down components, but shall exclude:

Differentials, gearboxes, complete engines, power steering, components controlled by computerisation, control devices on front-wheel drives (trans-axles):

Provided that the performance of any of the operations enumerated in this definition shall not be construed as permitting the performance of any journeyman's work incidental to such operations;

**[Note** - The number of repair shop assistants that may be employed in any one establishment is governed by the ratio provisions of clause 4 of this Chapter.];

**"scooter worker"** (grade 3 employee) means an employee mainly or exclusively engaged, under the supervision of a journeyman, motor or motor cycle mechanic, in the assembling and/or stripping of scooters, other than the assembling or stripping of the engines, electrical fittings, transmissions, telescopic forks, hydraulic shock absorbers and controls;

**[Note** - The number of scooter workers that may be employed in any one establishment is governed by the ratio provisions of clause 4 of this Chapter.];

**"service supply salesman"** (grade 8 employee) means a journeyman who is mainly or exclusively engaged in oiling, greasing, cleaning and adjusting or repairing implements, machinery, equipment or appliances, who may in addition take orders for the repair and for the sale and/or supply of such implements, machinery, equipment or appliances or accessories or materials for use in connection with such implements, machinery, equipment or appliances and who may deliver such new or repaired goods and collect moneys, and shall include persons who, at the time when this Agreement comes into operation, are employed as service supply salesmen as defined in the Agreement published under Government Notice 323 of 24 February 1956 (as amended), but who do not comply with the definition of 'journeyman' as defined in this Agreement;

**"supervisor"** (grade 5 employee) means an employee who is placed by the employer in charge of any establishment or part of an establishment where vulcanising is carried on, for the purpose of allocating work to the employees in such establishment or part of an establishment and supervising such work during its passage through the establishment or part of an establishment, and relates to all operations incidental to vulcanising;

**"vulcaniser's operative"** (grade 4 employee) means a workshop employee, other than a journeyman, supervisor, general worker or apprentice, engaged in vulcanising work in a vulcanising establishment who may balance wheels with any machine made to balance wheels off the vehicle;

**"wheel alignment worker"** (grade 6 employee) means an employee employed at any establishment wherein, whereon or wherefrom the repairing, selling, vulcanising and/or retreading of tyres is carried on who has successfully completed the prescribed training course in wheel alignment at any of the group training centres.

**[Note** - This employee will be required to successfully complete a training course approved by the Council from time to time but will not be permitted to work hours other than as prescribed in clause 18 of Division A].

### **CLAUSE 3 - WAGES**

- (1)(a) From the effective date of the Amending Agreement to 31 August 2005 the following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following Wage Schedule in the area of the Region in which his establishment is situated, and no employee shall accept a wage lower than that specified for his class in such area.

**[Note:** In the case of monthly paid employees, the minimum wage shall be four and a third times the amount of the weekly wage quoted in this Wage Schedule]

**WAGE SCHEDULE : SECTORS 4, 5, and 7**

Class of Employee	Minimum Wages			
	A Areas		Other Areas	
	Per week	Per hour	Per week	Per hour
	R	R	R	R
<b>Grade 1</b>				
Forecourt Attendant	302.85	6.73	261.45	5.81
Parking Garage Attendant	302.85	6.73	261.45	5.81
Char	376.20	8.36	334.35	7.43
Grade 2	531.90	11.82	450.45	10.01
Grade 3	575.10	12.78	543.15	12.07
Grade 4	627.75	13,95	593.10	13.18
Grade 5	700.65	15.57	660.15	14.67
Grade 6	841.95	18.71	793.35	17.63

**[NOTE:** Forecourt Attendants' wages for the period 1 September 2005 to 31 August 2006 and 1 September 2006 to 31 August 2007 respectively will be dependant on the profit margin adjustment on fuel by the Department of Mineral and Energy Affairs.

Class of Employee	All Areas	
	Per week	Per hour
	R	R
Grade 7	1,067.40	23.72
Grade 8	1,220.40	27.12
Watchman	484.08	(No hourly rate)

APPRENTICE WAGES

Class of Employee	All Areas	
	Per week	Per hour
	R	R
<b><u>APPRENTICES</u></b>		
<b><u>Three year Trades</u></b>		
First year	513.45	11.41
Second year	636.75	14.15
Third year	782.55	17.39
<b><u>Four year Trades</u></b>		
First year	513.45	11.41
Second year	563.40	12.52
Third year	636.75	14.15
Fourth year	782.55	17.39
<b><u>Competency Based Modular Training</u></b>		
Level 1		
Level 2	489.60	10.88
Level 3	611.10	13.58
Level 4	734.85	16.33
	855.90	19.02

- {NOTES:
1. **Guaranteed Wage Increases:**  
An employer shall pay his employees who are earning above the prescribed minimum wages at the time of publication of this Agreement, the guaranteed wage increases as set out in Division D of this Agreement.
  2. For the minimum prescribed wages for Sector 6 please refer to clause 3(2) of Division D of this Agreement.}
- (b) For the period **1 September 2005 to August 2006** and **1 September 2006 to 31 August 2007** respectively, the minimum prescribed wages will increase by the equivalent of the June 2005 and 2006 CPIx plus 2% respectively, provided that if the June CPIx in 2005 and 2006 respectively is 4% or less then the increase will be 6% and if the CPIx is more than 7% then the maximum percentage increase will be 9%.
- (3) 'Experience', for the purposes of this clause, means the total period or periods of employment which an employee has had with either his present or any other employer in the particular occupation in which he is employed.

## CLAUSE 4 - RATIO

[NOTE:For special provisions relating to the ratio refer to **Clause 6 of Division D** of this Agreement]

(1) **Auto-electrician's assistant -**

- (a) Subject to the proviso set out hereunder, an employer shall not engage an auto-electrician's assistant unless he employs at least one journeyman.
- (b) At no time shall the total number of auto-electrician's assistants at an establishment exceed the aggregate number of journeymen employed at the establishment by more than one.

[**Note** - Applications for exemption from the provisions of this sub-clause must be directed to the National Council, ie **not** to Regional Councils as in the case of other exemptions.]

(2) **B/A journeyman** - An employer shall not employ a B/A journeyman unless he has at least one journeyman actively engaged in his workshop, and the number of B/A journeymen employed shall at no time exceed the number of journeymen actively engaged in the workshop by more than one.

[**Note** - The provisions of this sub-clause shall not be deemed to require an employer to discharge any B/A journeyman in his employ on the date of coming into operation of this Agreement.]

(3) **Body shop assistant**

- (a) Subject to the proviso set out hereunder, an employer shall not engage a body shop assistant unless he employs at least one journeyman.
- (b) At no time shall the total number of body shop assistants employed at an establishment exceed the aggregate number of journeymen employed at that establishment by more than one:

Provided that the provisions of this sub-clause shall not be deemed to require an employer to discharge any body shop assistant in his employ on 2 August 1982.

[**Note** - Applications for exemption from the provisions of this sub-clause must be directed to the National Council, ie **not** to Regional Councils as in the case of other exemptions.]

(4) **Diesel pump room assistants** - An employer shall not employ a diesel pump room assistant unless he has at least one journeyman actively engaged in his pump room, and the number of diesel pump room assistants in his employ shall at no time exceed the number of journeymen actively engaged in his pump room by more than one.

(5) **Motor cycle mechanic's assistant -**

- (a) Subject to the proviso set out hereunder, an employer shall not engage a motor cycle mechanic's assistant unless he employs at least one journeyman.
- (b) At no time shall the total number of motor cycle mechanic's assistants employed at an establishment exceed the aggregate number of journeymen employed at that establishment by more than one:

Provided that the provisions of this sub-clause shall not be deemed to require an employer to discharge any motor cycle mechanic's assistant in his employ on 2 August 1982.

[**Note** - Applications for exemption from the provisions of this sub-clause must be directed to the National Council, ie not to Regional Councils as in the case of other exemptions.]

(6) **Repair shop assistants –**

- (a) Subject to the provisos set out hereunder, an employer shall not engage a repair shop assistant unless he employs at least one journeyman.
- (b) At no time shall the total number of repair shop assistants employed at an establishment exceed the aggregate number of journeymen employed at that establishment by more than one:

Provided that -

- (i) the provisions of this sub-clause shall not be deemed to require an employer to discharge any repair shop assistant in his employ on 2 August 1982;
- (ii) the provisions of this sub-clause shall not be deemed to require an employer to discharge any stripper in his employ on 25 July 1980, provided application is lodged by the employer for an exemption to continue the employment of such stripper in that capacity, which employment shall be subject to such terms and conditions as prescribed by the Council. [For the purposes of this sub-clause, `stripper' means an employee as defined in clause 3(105) of Part Preliminary A of the Main Agreement published under Government Notice R1039 of 17 June 1977.]

[**Note** - Applications for exemptions from the provisions of this sub-clause must be directed to the National Council, ie **not** to Regional Councils as in the case of other exemptions.]

- (7) **Scooter workers** - An employer shall not employ a scooter worker unless he has at least one journeyman motor mechanic or motor cycle mechanic actively engaged in his workshop, and the number of scooter workers employed shall at no time exceed the number of motor and motor cycle mechanics employed by more than one.
- (8) Where an employer carries on business in more than one establishment in the Motor Industry the provisions of this clause shall be observed in relation to each single establishment on its own.

## CHAPTER II

### VEHICLE BODY BUILDING ESTABLISHMENTS

#### CLAUSE 1 - SCOPE OF APPLICATION AND REGISTRATION

- (1) The provisions of this Chapter and all the provisions of Divisions A and B shall apply to vehicle body building establishments registered as such by the Council: Provided that where the provisions of Divisions A and B are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.
- (2)
  - (a) Application for registration as a vehicle body building establishment for the purposes of this Chapter shall be made by the employer to the Council or the Regional Council having jurisdiction in such form as may be prescribed, and the Council may, in its discretion, register the establishment concerned for such period and subject to such terms and conditions as it may determine and shall issue the employer with a certificate to the effect.
  - (b) The Council may at any time withdraw or vary the terms of the certificate issued under paragraph (a) of this sub-clause and the employer shall, when so required, in writing, return the certificate to the Council within 10 days after receipt of such written notification.
- (3) No employer shall, unless so registered and validly in possession of the said certificate, employ any of the operative grades defined in this Chapter.
- (4) An employer whose vehicle body building establishment is not registered under sub-clause 2(a) of this clause, shall in respect of such establishment be subject to the provisions of Chapter I of this Agreement.

#### CLAUSE 2 - DEFINITIONS

For the purposes of this Chapter -

- (1) **'char'** (grade 1 employee) means an employee mainly or exclusively employed in any one or more of the following duties:
  - Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;
  - dusting of vehicles;
  - franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;
  - making and/or serving tea or similar beverages;
  - preparing and/or serving food not for sale to the public;
  - washing, waxing and vacuuming motor vehicles, in all establishments, including registered Auto Valet establishments;
  - polishing motor vehicles by hand;



- (2) **'driver motorcycle and/or scooter'** means an employee who mainly or exclusively drives motorcycles and/or scooters;
- (3) **'driver light vehicle'** means an employee who mainly or exclusively drives motor vehicles with a gross vehicle mass of up to 3 500 kg, including forklifts and tractors;
- (4) **'driver heavy vehicle'** means an employee who mainly or exclusively drives motor vehicles with a gross vehicle mass of over 3 500 kg;
- (5) **'exempted journeyman'** (grade 7 employee) means an employee who is employed in a registered vehicle body building establishment and who is engaged mainly or exclusively on aspects of journeyman's work under licence of exemption;
- (6) **'general operative'** (grade 2 employee) means, in relation to a vehicle body building establishment, an employee who may in addition to the duties enumerated in clause 2(12) of Chapter I also perform any of the following duties:
- Applying and/or wiping on metals and/or materials;
  - applying ready mixed paint to equipment, fixtures or plant which is not for sale;
  - assembling articles and/or components where no fitting is required;
  - assisting a journeyman or an apprentice of not less than one year's experience in the installation and/or stapling into position of electric cables for interior lighting or fittings, or assisting with the fixing of self-aligning dies in the setting of machines;
  - baring wires and fixing cable ends;
  - cutting fibreglass parts to patterns or templets;
  - cutting or shearing metal or other materials with a hack or circular saw or friction cutter to stops or jigs or to markings on materials made by a journeyman, apprentice with not more than four years to serve, or an operative, grade CV;
  - bending and/or forming with special-purpose machines, jigs or templets - by hand or machine - but not setting up of machine;
  - dipping in enamels and/or paint;
  - drilling, other than precision work;
  - fitting glass by means of self-sealing sections;
  - inserting and/or tightening and/or loosening body-holding-down bolts and/or seat-fixing bolts;
  - making parts from pre-mixed plastic materials and fibreglass in preformed moulds;
  - marking off;
  - pressing and/or notching to stops, jigs, dies or templets - by hand or machine - but excluding the setting of jigs or dies;
  - punching by hand or machine to pre-set stops, marks, jigs or to templets under the supervision of a journeyman or an apprentice of not less than one year's experience;
  - rivet striking;
  - rough cutting of materials with any power or hand-operated cutting device, excluding a power guillotine, after the materials have been marked out by a journeyman, apprentice with not more than four years to serve, or an operative, grade CV;
  - screwing and/or tapping by means of screwing or tapping machines or

attachments;  
spot or resistance welding on subassembly work with components in special-purpose jigs or fixtures;  
threading of bolts or tapping of holes or nuts by hand;  
using pre-set oxy-acetylene for rough cutting;

- (7) **`journeyman'** (grade 8 employee) means a person who performs a journeyman's work and who -
- (a) has served an apprenticeship in a designated trade in accordance with the requirement of the Manpower Training Act, 1981, or in accordance with a written contract approved by any Regional Council; or
  - (b) is in possession of a Grade A membership card issued by MISA/SAMU or the National Union of Metalworkers of South Africa; or
  - (c) is in possession of a certificate issued to him in terms of the Manpower Training Act, 1981; or
  - (d) is in possession of an identity card issued by the Regional Council;
- (8) **`machine-setter'** (grade 6 employee) means an employee who adjusts and/or sets machine tools and presses, and who with regards to a vehicle body building establishment can in addition sharpen and form grind tools;
- (9) **`operative, grade BV'** (grade 5 employee) means an employee engaged mainly or exclusively on a repetitive basis in welding or brazing plates, sheets and sections to jigs, and/or welding or brazing parts so formed and/or located as to obviate the need for a jig, and/or cutting with a profile cutting machine;
- (10) **`operative, grade CV'** (grade 5 employee) means an employee mainly or exclusively engaged under the supervision of a journeyman or apprentice with not more than four years to serve on:

assembling by drilling of relevant materials where necessary, by bolting and/or riveting and/or screwing and/or tack-welding parts together;  
positioning of lamps, including lengthening or shortening flex as necessary from a temporary position or a position rendered unsuitable through the fitting of a body;  
from cabless commercial vehicles chassis received for bodying, removing for safe-keeping instrument panels, including electrical connections, switchboards, surge tanks and pipes, heat and oil gauges and temporary drive seats, and disconnecting all electrical wiring on such chassis from starter motors, generators, regulators and auxiliary circuits;  
installing and fastening cables to new motor chassis, to new trailer chassis or to new trailer caravans by means of clips or bolts;  
connecting cables to light points or fittings already in position;  
sewing or tacking seat and squab covers by hand or machine;  
padding and closing flutes and bolsters by hand;  
machining timber to pre-set lengths or thicknesses;  
machining timber components on wood-working machines to jigs or stops;

cutting materials to pre-set dimensions;  
marking off and cutting, bending, forming and/or blanking all material from patterns or templates by hand or pre-set machine under the supervision of a journeyman or apprentice including, where necessary, the fastening of special-purpose clamps on the machines concerned;  
in relation to the mixing of fibreglass solutions and/or resins, determining from formula charts provided for the purpose the quantities of constituent materials required, measuring these materials by means of graduated vessels or mixing;  
using simple linear measuring devices and/or combination squares;  
operating a fibreglass chopper gun;

and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates;

- (11) **`operative, grade DV'** (grade 5 employee) means an employee mainly or exclusively engaged in:

Applying by brush and/or spray gun any primer or paint to the interior or exterior of motor vehicles, other than the final exterior coats to coach finished bodies, excluding colour matching but including paint mixing in accordance with prescribed formula; and mixing and/or testing of chemicals to a pre-determined formula for pre-treatment of metals in chemical baths;

and who may, provided he is paid the prescribed setting bonus, set and adjust any machines he operates.

### **CLAUSE 3 - EMPLOYEES**

- (1) Subject to the provisions of sub-clause (4) of this clause, a vehicle body building establishment that is registered with the Council in terms of clause 1 of this Chapter may employ, in addition to apprentices and trainees in terms of clause 1(2) of Division A of this Agreement and the classes of employees referred to in clause 3 of Division B and clause 3 of Chapter I of Division C of this Agreement, any of the classes of employees referred to in clause 4 of this Chapter under the terms and conditions laid down in this Chapter:

Provided that where the provisions of Division A or B or Chapter I of Division C and the provisions of this Chapter are in conflict, the provisions of this Chapter shall obtain and have preference.

- (2) At least one journeyman shall be employed by an employer in each section of operations in a vehicle body building establishment in which any operative grades are employed.
- (3) No more than 15 operatives, grades BV, CV and DV, in the aggregate, shall be employed for each journeyman employed in the section of a vehicle body building establishment in which the building of new bodies and trailers is undertaken.
- (4) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I

of Division C relating to body shop assistants, B/A journeymen and repair shop assistants shall not apply to vehicle body building establishments registered as such by the Council.

### **CLAUSE 4 - WAGES**

(1) **Preamble:**

Negotiations shall be based on increases to minimum wages as set out in this clause.

(2) **Minimum wage**

(a) Subject to the provisions of sub-clause (3) of this clause dealing with the setting bonus, the minimum wage from the effective date of the Amending Agreement to 31 August 2005, that an employer shall pay to each of his employees of the under-mentioned classes shall be as set out hereunder in Part A and B of the Schedule and no employee shall accept a wage lower than that specified for his class.

(b) For the period 1 September 2005 to 31 August 2005 and 1 September 2006 to 31 August 2007 respectively, the minimum prescribed wages will increase by the equivalent of the June 2005 and 2006 CPIx plus 2% respectively; provided that if the June CPIx in 2005 and 2006 respectively is 4% or less then the increase will be 6% and if the CPIx is more than 7% then the maximum percentage increase will be 9%.

### **SCHEDULE**

#### **PART A : MISCELLANEOUS**

#### MINIMUM WAGES

<b>CLASS OF EMPLOYEE</b>	<b>WAGES PER WEEK (All Areas)</b>
Grade 1 - Char	R376.20 (R8.36 per hour)
Grade 2	R531.90 (R11.82 per hour)
Grade 3	R575.10 (R12.78 per hour)
Grade 5	R700.65 (R15.57 per hour)
Grade 6	R841.95 (R18.71 per hour)
Grade 7	R1,067.40 (R23.72 per hour)
Grade 8	R1,220.40 (R27.12 per hour)

**PART B : OPERATIVES**

MINIMUM WAGES

<b>CLASS OF EMPLOYEE</b>	<b>WAGES PER WEEK (All Areas)</b>
Grade 5	R700.65 (R15.57 per hour)

APPRENTICE WAGES

<b>Class of Employee</b>	<b>All Areas</b>	
	Per week	Per hour
<b><u>APPRENTICES</u></b>	R	R
<b><u>Three year Trades</u></b>		
First year	513.45	11.41
Second year	636.75	14.15
Third year	782.55	17.39
<b><u>Four year Trades</u></b>		
First year	513.45	11.41
Second year	563.40	12.52
Third year	636.75	14.15
Fourth year	782.55	17.39
<b><u>Competency Based Modular Training</u></b>		
Level 1		
Level 2	489.60	10.88
Level 3	611.10	13.58
Level 4	734.85	16.33
	855.90	19.02

**[NOTE: Guaranteed wage increases**

An employer shall pay his employees who are earning above the prescribed minimum wages at the time of publication of this Agreement, the guaranteed wage increases as set out in Division D of this Agreement.]

(3) **Setting Bonus**

The minimum weekly rates prescribed in Part B of the Schedule hereunder shall be increased by R5,00 per week if the employee at any time in the course of his duties sets and adjusts the machine(s) he operates.

## **CHAPTER III**

### **MANUFACTURING ESTABLISHMENTS**

#### **CLAUSE 1 - SCOPE OF APPLICATION AND REGISTRATION**

- (1) The provisions of this Chapter and all the provisions of Divisions A and B shall apply to manufacturing establishments registered as such by the Council: Provided that where the provisions of Divisions A and B are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.
- (2)
  - (a) Application for registration as a manufacturing establishment for purpose of this Chapter shall be made by the employer to the Council or the Regional Council having jurisdiction in such form as may be prescribed and the Council may, in its discretion, register the establishment concerned for such period and subject to such terms and conditions as it may determine and shall issue the employer with a certificate to that effect.
  - (b) The Council may at any time withdraw or vary the terms of a certificate issued under paragraph (a) of this sub-clause and the employer shall, when so required in writing, return the certificate to the Council within 10 days after receipt of such written notification.
  - (c) An employer whose manufacturing establishment is not registered under paragraph (a) of this sub-clause shall in respect of such establishment be subject to the provisions of Chapter I of Division C of this Agreement.

#### **CLAUSE 2 – DEFINITIONS**

For the purposes of this Chapter -

- (1) **'char'** (grade 1 employee) means an employee mainly or exclusively employed in any one or more of the following duties:

Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;  
dusting of vehicles;  
franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;  
making and/or serving tea or similar beverages;  
preparing and/or serving food not for sale to the public;  
washing, waxing and vacuuming of motor vehicles, in all establishments, including registered Auto Valet establishments;

polishing of motor vehicles by hand;

- (2) **`chopper out'** (grade 3 employee) means an employee mainly or exclusively engaged under the supervision of a cutter in laying out trimming and upholstery materials, copying identification marks and patterns onto such materials, chalking or marking in the outlines of articles from patterns and cutting by hand or machine one or more layers of material according to the outlines so chalked or marked in;
- (3) **`cutter'** (grade 4 employee) means an employee mainly or exclusively engaged in making patterns or templets;
- (4) **'driver motorcycle and/or scooter'** means an employee who mainly or exclusively drives motorcycles and/or scooters;
- (5) **'driver light vehicle'** means an employee who mainly or exclusively drives motor vehicles with a gross vehicle mass of up to 3 500 kg, including forklifts and tractors;
- (6) **'driver heavy vehicle'** means an employee who mainly or exclusively drives motor vehicles with a gross vehicle mass of over 3 500 kg;
- (7) **`general worker'** (grade 2 employee) means -
  - (a) in relation to all establishments, an employee who is mainly or exclusively engaged on any of the following duties:

Accepting written orders in return for goods delivered outside the employer's premises;  
affixing printed or ready addressed labels to bottles, boxes, bales or other packages;  
applying adhesives, belt dressing, deadener materials or anti-corrosive coatings (excluding primer, surfaces and finishing coats), putty, sealing compounds for purposes of dust-proofing and/or water-proofing;  
applying and removing sash clamps, G-clamps, toggle clamps and battery hold-down clamps;  
assembling and/or repairing motor-assisted pedal cycles and pedal-assisted motor cycles;  
assembling, packing and mass-measuring goods in accordance with instructions and/or packing slips;  
assisting on delivery vans;  
attending to boilers;  
carrying goods;  
cementing tyres;  
checking and/or recording identification marks on goods;  
cleaning and placing diesel pumps on workbenches for repair;  
cleaning by hand, brush, machine, pickling or degreasing;  
cleaning moulds;  
closing or opening bales, boxes or other packages;  
collecting spares on employer's requisition;  
compounding in connection with the painting of motor vehicles;  
conveying on foot, by bicycle, by tricycle or by hand-propelled vehicle

goods, letters or messages;  
cooking of rations;  
counting and recording the result;  
cutting tyres;  
digging and/or removing the soil for foundations, drains and trenches;  
dismantling scrap motor vehicles, other than the stripping of engines;  
emptying containers;  
extracting battery cells for inspection;  
filing and sorting of standard printed forms into alphabetical, numerical, date, colour or commodity order;  
filing of body fillings, solder, welding and old paint from parts under repair and adjacent parts, solder or welding on new parts and of sheet metal which has been panel-beaten;  
firing and loading ovens and furnaces and removing refuse from furnaces;  
fitting and/or removing curing tubes and/or sectional bags to and from tyres and placing tyres in moulds thereafter;  
fitting and/or removing registration number plates to and from vehicles;  
franking mail matter;  
gardening;  
greasing and oiling machinery, including lathes and overhead shafting, while stationary;  
holding parts, materials and/or tools and placing parts and materials into position under the supervision of an employee in a higher wage group;  
issuing and/or receiving tools and/or equipment to and from tool room and maintaining a record thereof;  
issuing materials previously recorded by storekeepers;  
issuing goods from workshop store to workshop personnel and recording same;  
loading and unloading vehicles;  
making crates;  
marking and/or stencilling packages and/or parts by brush or spraygun or rubber stamps;  
masking;  
mass-measuring and recording the results;  
mixing by hand or machine materials, including concrete and mortar, but excluding colour blending and fibreglass constituents;  
moving and/or stacking and/or unpacking goods;  
operating goods lifts and letter copying or duplicating machines;  
painting buildings, fences, plant and equipment for maintenance purposes only;  
painting, by brush and/or gun, axles, brake drums, brake shoes, chassis and underside of vehicle bodies and of trailers;  
painting by brush front and rear bumpers, wheels of commercial vehicles or bus chassis;  
rough waterproofing paint on canvas;  
rough stuff to inside of vehicle bodies;  
painting pallets;  
polishing by hand or machine in connection with the painting of motor vehicles;



polishing moulds;  
preparing food for cooking;  
pre-treating metal by chemical process in panel-beating establishments;  
recording and/or checking identification marks on goods and registration numbers of vehicles;  
recording on bin cards;  
recording items on a pre-printed checklist to workshop;  
removing clip-on body mouldings;  
removing pitch from batteries;  
repairing curing tubes and sectional bags;  
repairing pallets;  
rough cutting;  
rubbing down of filling, primer and putty;  
sandpapering;  
sand or shot blasting;  
screwing down moulds;  
sealing batteries;  
selecting and placing goods in bins;  
smelting of shavings into ingot forms;  
sorting goods and recording the result;  
stirring materials;  
stripping tyres;  
teasing coir and horsehair;  
trimming tyres;  
truing spoked wheels;  
washing and polishing motor vehicles;  
waxing moulds;  
wrapping of goods;  
writing of addresses copied from invoices or packing slips;

removing but not replacing -

alternators;  
body badges;  
body mouldings;  
bonnets;  
bulbs;  
bumpers;  
cables - excluding electrical cable levers;  
doors;  
door handles;  
engine mud trays;  
generators;  
damaged glass;  
gravel pans;  
grills;  
lamps;  
oil filters or strainers and the cleaning thereof;  
rear body lights;  
running boards;  
seats;

self starters;  
shock absorbers, excluding struts;  
striker plates;  
sump nuts;  
valve covers;  
applying protective coating to engines, components or accessories mounted within the engine compartment and to floor mats, seat surfaces, luggage compartments or side-kick plates;  
fitting loose seat covers when no alteration is required to them;  
removing paint and preparing surfaces for repainting, excluding the application of lead filler;  
mixing, by hand or machine, materials including concrete, mortar and fibre glass constituents, but excluding colour blending;

- (b) subject to the provisions of clause 10 of Division A, which fixes the minimum weekly wage for driving vehicles, an employee who, in addition to performing any of the duties enumerated in paragraph (a) of this definition, may also drive vehicles;
- (8) **`journeyman'** (grade 8 employee) means a person who performs journeyman's work and who -
- (a) has served an apprenticeship in a designated trade in accordance with the requirements of the Manpower Training Act, 1981, or in accordance with a written contract approved by any Regional Council; or
- (b) is in possession of a Grade A membership card issued by MISA/SAMU or the National Union of Metalworkers of South Africa; or
- (c) is in possession of a certificate issued to him in terms of the Manpower Training Act 1981; or
- (d) is in possession of an identity card issued by a Regional Council;
- (9) **`machine-setter'** (grade 6 employee) means an employee who adjusts and/or sets machine tools and presses and who with regards to a manufacturing establishment can in addition sharpen and form grind tools;
- (10) **`operative, grade 1'** (grade 3 employee) means an employee who is mainly or exclusively engaged on any of the following duties:
- Annealing and tempering where controlled ovens and tanks are used;  
assembling and fitting centre bolts and clips to springs;  
assembling where no fitting is required;  
baking armatures and field coils in oven;  
baring wires and dipping in solder;  
bending and/or forming by hand operation in special-purpose jigs or formers;  
bonding brake shoes and clutch plates;  
checking parts with go-no-go gauges and/or testing devices and/or plug

gauges;  
cutting and/or punching of materials by hand or machine to stops or to jigs or to patterns or to templets or to markings or to lengths;  
dipping in varnish, enamels or paints;  
dispensing wire from bulk supplies onto small coils for sale;  
drilling holes or drilling with special-purpose drilling jigs, excluding setting or marking;  
dressing or grinding by hand or power tool: Provided that in all cases of precision dressing the machines concerned shall be preset by a journeyman or apprentice or machine setter;  
feeding of asbestos teasing machine;  
feeding and/or loading and/or starting and/or unloading and/or operating automatic machines;  
fitting of seatcovers in manufacture of seats;  
fitting of hessian strips to spring seat assemblies;  
filing of metals, other than precision work;  
fly and/or treadle and/or manual and/or power pressing and/or notching where the work is done with pre-set jigs or dies, excluding the setting of jigs or dies;  
forming of insulation and fitting thereof to armatures and field coils;  
heating and blackening moulds for battery jumpers;  
heating lead;  
inspecting visually;  
marking off from patterns or templets by hand;  
operating special-purpose splitting machines;  
operating centreless grinders;  
packing component parts into sets under supervision of an operative supervisor;  
preparation for buffing;  
pressing of asbestos dough (hot or cold);  
pre-treatment of materials by chemical process;  
proof-testing bonded brake shoes and clutch plates;  
rough grinding where the machine or work is held by hand;  
screwing by hand with the die heads and/or taps and/or screwing machines;  
spot and/or tack welding;  
straightening and/or flattening of metal strips;  
striking metal, including rivet striking; rivet heating; riveting;  
stringing and/or threading inner coils and/or spring mats;  
stripping parts and components by hand or machines normally used by this class of operative;  
stripping of dismantled springs;  
application by spraygun or brush of paint, adhesives or recognised bitumastic and fire-resisting or rust-preventing substances (coatings), other than metal spraying, to parts or components;  
taping coils;  
testing fuel tanks and radiator units;  
threading gills to tubes;  
threading of bolts;  
turning eyes on spring main blades to jigs;  
winding or dispensing wire by hand or machine from bulk supplies onto spools, reels, coils, etc, but excluding field coils;  
wiring up articles for electroplating;

and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates;

- (11) **`operative, grade 2'** (grade 4 employee) means an employee mainly or exclusively engaged on -

soldering, tinning, sweating, continuous wire welding, welding of a repetitive nature, spot and/or tack and/or butt welding, including the removal and replacement of welding tips and the cleaning of welding tips with abrasive materials or by hand filing;  
sharpening but not re-shaping welding tips;  
placing welding tips in position;  
metal spinning with formers;  
operating but not setting machines designed or permanently adapted for a single-tool operation where manual operations are limited to loading, starting, stopping and unloading;  
placing of winding coils into armature slots and closing slots with wedges;  
undercutting of commutators;  
shaping of coils;  
forming of wire into coils by hand or machine;  
connecting previously tested and marked leads to commutators;  
buffing of metals;  
attending to electroplating bath, stripping and/or pickling tank;  
making filler necks for tanks by means of jigs;  
pressing core section into frames by means of clamps;  
cutting fibreglass parts to patterns or templets;  
making parts from pre-mixed plastic materials and fibreglass in preformed moulds;

and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates;

- (12) **`operative, grade 3'** (grade 4 employee) means an employee mainly or exclusively engaged in the repetitive operation of or attending to, but not setting, semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatic operating stops and/or marks, including capstan and turret type lathes where all operations are limited by fixed stops; and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates;

- (13) **`operative, grade 4'** (grade 5 employee) means an employee mainly or exclusively engaged on -

welding with electric welding equipment and/or cutting with profile cutting machine, and setting and regulating of the heating and cutting gas mixtures of the welding or cutting equipment at the torch;  
welding and/or brazing to jigs and/or to parts so formed and/or located as to obviate the need for a jig: Provided that any free-hand arc or gas welding performed by this operative, Grade 4, must be restricted to welds which are -

- (a) down-hand;

- (b) of components of which the completed mass does not exceed 15,0 kg;
- (c) in runs of not less than 50 identical items in the same place, with each item taking not more than 10 minutes floor to floor time; and
- (d) not in excess of 40,0 cm total length of one welding seam;

**[Note** - This employee may use tapes, rules and squares in the course of his duties and may, provided he is paid the prescribed setting bonus, set and adjust any machines he operates.];

- (14) **`operative, grade 5'** (grade 5 employee) means an employee mainly or exclusively engaged on -
  - mixing fibreglass solutions and/or resins, and/or mixing in relation to solutions and/or resins;
  - determining quantities from formula charts provided for the purpose; and also measuring these quantities by means of graduated vessels;
- (15) **`operative supervisor'** (grade 5 employee) means an employee mainly or exclusively engaged in supervising the work of any operative classes of workers and general workers;
- (16) **`pattern cutter maker'** (grade 4 employee) means an employee mainly or exclusively engaged in the bending of a cutting blade to a pattern or templet and inserting it into a supporting base or back;
- (17) **`quality controller'** (grade 5 employee) means an employee who is mainly or exclusively engaged in checking by means of a tape, rule, or instrument other than a micrometer, any manufactured or semi-manufactured components to ensure that they fall within indicated size limits, and whose action consequent upon such checking, is limited to reporting to a superior: Provided that a quality controller who is paid the prescribed micrometer bonus may use a micrometer in the course of his duties;
- (18) **`seaming machinist'** (grade 5 employee) means an employee mainly or exclusively engaged in sewing by hand or machine;
- (19) **`senior quality controller'** (grade 6 employee) means an employee employed in a registered manufacturing establishment responsible for the quality acceptance of products during or after the assembly or manufacturing process and who may read detailed drawings and use sophisticated precision measuring instruments in the course of his duties;
- (20) **`supervisor, grade 3'** (grade 4 employee) means an employee employed in a registered manufacturing establishment who supervises the activities of operative, grade 2 employees;
- (21) **`supervisor, grade 4'** (grade 5 employee) means an employee employed in a registered manufacturing establishment who supervises the activities of operative, grade 3 employees;

- (22) **'supervisor, grade 5'** (grade 6 employee) means an employee employed in a registered manufacturing establishment who supervises the activities of operative, grade 4 employees.

### **CLAUSE 3 - EMPLOYEES**

- (1) Subject to the provisions of sub-clause (2) of this clause, a manufacturing establishment that is registered with the Council in terms of clause 1 of this Chapter may employ, in addition to apprentices and trainees in terms of clause 1(2) of Division A of this Agreement and the classes of employees referred to in clause 3 of Division B and clause 3 of Chapter I of Division C of this Agreement, any of the classes of employees referred to in clause 4 of this Chapter under the terms and conditions laid down in this Chapter: Provided that where the provisions of Division A or B or Chapter I of Division C and the provisions of this Chapter are in conflict, the provisions of this Chapter shall obtain and have preference.
- (2) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I of Division C relating to body shop assistants, B/A journeymen and repair shop assistants shall not apply to manufacturing establishments registered as such by the Council.

### **CLAUSE 4 - WAGES**

- (1) **Preamble:**

Negotiations are based on increases to actual and minimum wages as set out in this clause.

- (2) The following increases shall be paid on actual wages:

- (a) 7,5% in respect of the period 1 September 2004 to 31 August 2005;
- (b) June 2005 CPIx plus 1% for the period 1 September 2005 to 31 August 2006;
- (c) June 2006 CPIx plus 2% for the period 1 September 2006 to 31 August 2007;

Provided that if the CPIx plus 1% for the period 1 September 2005 to 31 August 2006 and the CPIx plus 2% for the period 1 September 2006 to 31 August 2007, fall below 5% or exceed 9% then the increase in that year will be fixed at either 5% or 9%.

- (3) An employer that has already granted a wage increase after 1 September 2003 may offset those increases against the percentage set out in this clause.
- (4) The Parties undertake not to embark on any industrial action as a result of disputes on minimum wages and percentage increases relating to any other chapters of this

agreement provided the employer has implemented this agreement and in which case any such industrial action is deemed to be unprotected.

- (5) An employer may apply for an exemption in respect of the increases to actual wages as set out in this clause in accordance with clause 5 of the Administrative Agreement.
- (6) **Minimum Wage**
- (a) Subject to the provisions of sub-clause (7) of this clause dealing with bonuses, the minimum wage from the effective date of the Amending Agreement to 31 August 2005, that an employer must pay to each of his employees of the undermentioned classes must be as set out hereunder in Part A and B of the Schedule and no employee shall accept a wage lower than that specified for his class.
- (b) For the period 1 September 2005 to 31 August 2005 and 1 September 2006 to 31 August 2007 respectively, the minimum prescribed wages will increase by the equivalent of the June 2005 and 2006 CPIx plus 2% respectively; provided that if the CPIx in 2005 and 2006 respectively is 4% or less then the increase will be 6% and if the CPIx is more than 7% then the maximum percentage increase will be 9%.
- (7) **Bonus**
- Employers shall permit employees for whom wages are prescribed in Part B to the Schedule to use measuring instruments and/or gauges and the minimum weekly prescribed wage must be increased if the employee at any time in the course of his or her duties uses:
- (a) a vernier gauge and/or micrometer in which event the prescribed wage must be increased by R13,80 per week; or
- (b) a tape and/or rule and/or square and/or sets and adjusts the machine he operates in which event the prescribed wage must be increased by R9,20 per week.

## SCHEDULE

### PART A : MISCELLANEOUS

CLASS OF EMPLOYEE	WAGES PER WEEK (All Areas)
Grade 1 – Char	R376.20 (R8.36 per hour)
Grade 2	R531.90 (R11.82 per hour)
Grade 8	R1,220.40 (R27.12 per hour)

**PART B : OPERATIVES WHO MAY QUALIFY FOR SETTING BONUS**

<b>CLASS OF EMPLOYEE</b>	<b>WAGES PER WEEK (All Areas)</b>
Grade 3	R575.10 (R12.78 per hour)
Grade 4	R627.75 (R13.95 per hour)
Grade 5	R700.65 (R15.57 per hour)
Grade 6	R841.95 (R18.71 per hour)

**APPRENTICE WAGES**

<b>Class of Employee</b>	<b>All Areas</b>	
	Per week	Per hour
<b><u>APPRENTICES</u></b>	R	R
<b><u>Three year Trades</u></b>		
First year	513.45	11.41
Second year	636.75	14.15
Third year	782.55	17.39
<b><u>Four year Trades</u></b>		
First year	513.45	11.41
Second year	563.40	12.52
Third year	636.75	14.15
Fourth year	782.55	17.39
<b><u>Competency Based Modular Training</u></b>		
Level 1	489.60	10.88
Level 2	611.10	13.58
Level 3	734.85	16.33
Level 4	855.90	19.02



## CHAPTER IV

### AUTOMOTIVE ENGINEERING ESTABLISHMENTS

#### CLAUSE 1 - SCOPE OF APPLICATION AND REGISTRATION

- (1) The provisions of this Chapter and all the provisions of Divisions A and B shall apply to automotive engineering establishments registered as such by the Council: Provided that where the said provisions of Divisions A and B are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.
- (2) All automotive engineering establishments as defined in Clause 2 of Division A of this Agreement shall be deemed to be registered as automotive engineering establishments in terms of this Chapter of the Agreement.

#### CLAUSE 2 - DEFINITIONS

For the purposes of this Chapter -

- (1) **`char`** (grade 1 employee) means an employee mainly or exclusively employed in any one or more of the following duties:

Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;  
dusting of vehicles;  
franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;  
making and/or serving tea or similar beverages;  
preparing and/or serving food not for sale to the public;  
washing, waxing and vacuuming of motor vehicles, in all establishments, including registered Auto Valet establishments;  
polishing of motor vehicles by hand;

- (2) **`diesel pump room assistant`** (grade 5 employee) means an employee engaged mainly or exclusively on -

assembling injectors, excluding calibrating;  
lapping nozzles by hand and/or manual machine;  
mounting of pumps on test benches;  
placing pumps onto test benches and removing them;  
stripping and cleaning fuel pumps, injectors and turbochargers;

**[Note** - The number of diesel pump room assistants that may be employed in any one establishment is governed by the ratio provisions of clause 4 of Chapter I of Division C and clause 3(3) of this Chapter];

- (3) **'driver motorcycle and/or scooter'** means an employee who mainly or exclusively drives motorcycles and/or scooters;
- (4) **'driver light vehicle'** means an employee who mainly or exclusively drives motor vehicles with a gross vehicle mass of up to 3 500 kg, including forklifts and tractors;
- (5) **'driver heavy vehicle'** means an employee who mainly or exclusively drives motor vehicles with a gross vehicle mass of over 3 500 kg;
- (6) **'grade D employee'** (grade 2 employee) means an employee employed in a registered automotive engineering establishment who in addition to any of the duties enumerated in clause 2(12) of Chapter I is permitted to perform the following:

Lapping of valves by hand after the valve and seat have been machined by a journeyman or an operative grade A, B or C or by an apprentice or a trainee registered in terms of the Manpower Training Act 1981;  
 painting of engines with protective paint;  
 mounting by securing and bolting engines and removing engines to and from dynamometers under supervision;

- (7) **'journeyman'** (grade 8 employee) means a person who performs journeyman's work and who -
  - (a) has served an apprenticeship in a designated trade in accordance with the requirements of the Manpower Training Act, 1981, or in accordance with a written contract approved by any Regional Council; or
  - (b) is in possession of a Grade A membership card issued by MISA/SAMU or the National Union of Metalworkers of South Africa; or
  - (c) is in possession of a certificate issued to him in terms of the Manpower Training Act, 1981; or
  - (d) is in possession of an identity card issued by a Regional Council;
- (8) **'operative engine assembler'** (grade 7 employee) means an employee in a registered automotive engineering establishment, who under the supervision of a journeyman is engaged mainly or exclusively on the undermentioned activities relative to the complete assembly of internal combustion engines complete for installation:

Assembles engines;  
 dismantles and assembles fuel pumps;  
 dismantles and assembles oil pumps;  
 replaces bearings;  
 checks bearing fit, spread, crush and nip;  
 checks camshafts visually for wear;

in connection with connecting rods -  
 checks clearances with gauges;  
 assembles piston to conrod to crankshaft;  
 assembles main conrod bearings and bushes;

uses engine prelubricator;  
aligns rods and pistons;  
cleans and inspects pistons, including ring groove inspection;  
fits rings, oil and compression, on pistons;

in connection with crankshafts -  
removes conrods, pistons, crankshafts and main bearing caps;  
cleans, inspects and checks:  
end play;  
thrust washers;  
flange bearings;  
timing cover and rear main oil seal journal surface;  
surfaces;  
starter ring gears;

removes and replaces starter ring gears and/or flywheels;  
removes from and replaces complete engines in motor vehicles and/or carries  
out repairs to engines only in motor vehicles including all final connections  
and/or adjustments and/or settings;

- (9) **`operative, grade A'** (grade 6 employee) means an employee employed in a registered automotive engineering establishment and who is engaged mainly or exclusively in the operation of any two single-purpose machines;
- (10) **`operative, grade B'** (grade 4 employee) means an employee employed in a registered automotive engineering establishment and who mainly or exclusively performs all work relating to the operating of any two machines, excluding a crankshaft grinder, a reborer/honer, a line borer or a diesel pump test bench and the assembling of engines;
- (11) **`operative, grade C'** (grade 3 employee) means an employee who is employed in any registered automotive engineering establishment and is engaged mainly or exclusively on -

dismantling internal combustion engines;  
removing and fitting finished cylinder liners (wet/dry);  
all cylinder head work, excluding surface grinding and manufacturing of inserts;  
polishing crankshafts;  
crack and porosity detecting;

**[Note - The number of operatives grade A, B or C that may be employed in any one establishment is governed by the ratio provisions of clause 3(4) of this Chapter].**

### **CLAUSE 3 - EMPLOYEES**

- (1) Subject to the provisions of subclause (2) of this clause, an automotive engineering establishment which is registered with the Council in terms of clause 1 of this Chapter may employ, in addition to apprentices and trainees in terms of clause 1(2) of Division

A of this Agreement, and the classes of employees referred to in clause 3 of Division B and clause 3 of Chapter I of Division C of this Agreement, any of the classes of employees referred to in clause 4 of this Chapter under the terms and conditions laid down in this Chapter:

Provided that where the provisions of Division A or B or Chapter I of Division C and the provisions of this Chapter are in conflict, the provisions of this Chapter shall obtain and have preference.

**[NOTE:** For special provisions relating to the ratio refer to Clause 6 of Division D of this Agreement.]

- (2) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I of Division C relating to body shop assistants, B/A journeymen and repair shop assistants shall not apply to automotive engineering establishments registered as such by the Council.
- (3) An employer shall not employ a diesel pump room assistant unless he has at least one journeyman actively engaged in the pump room, and the number of diesel pump room assistants in his employ shall at no time exceed the number of journeymen actively engaged in his pump room by more than one.
- (4) (a) Subject to the proviso set out hereunder, an employer shall not engage an operative, grade A, operative, grade B, or operative, grade C unless he employs at least one journeyman.  
  
(b) At no time shall the total number of operatives, grade A, operatives, grade B, or operatives, grade C, employed at an establishment exceed the aggregate number of journeymen employed at that establishment by more than one.

Provided that the provisions of this subclause shall not be deemed to require an employer to discharge any operative machinist in his employ at 21 June 1974.

**[Note** - Applications for exemption from the provisions of this subclause must be directed to the National Council, ie **not** to Regional Councils as in the case of other exemptions.]

- (5) An employer shall not employ an operative engine assembler unless he has at least one journeyman actively engaged in his workshop.
- (6) Where an employer carries on business in more than one establishment in the Motor Industry, the provisions of this clause shall be observed in relation to each single establishment on its own.

#### **CLAUSE 4 - WAGES**

- (1) (a) From the effective date of the Amending Agreement to 31 August 2005, the minimum wage which an employer shall pay to each

member of the under-mentioned classes of his employees shall be as set out in the Wage Schedule below.

- (b) For the period **1 September 2005 to August 2006** and **1 September 2006 to 31 August 2007** respectively, the minimum prescribed wages will increase by the equivalent of the June 2005 and 2006 CPIx plus 2% respectively; provided that if the June 2005 and 2006 CPIx plus 2% respectively is 4% or less then the increase will be 6% and if the CPIx is more than 7% then the maximum percentage increase will be 9%.

**[Note –** In the case of monthly-paid employees, the minimum wage shall be four and a third times the amount reflected in this Schedule.

### SCHEDULE

Class of Employee	Minimum Wages			
	A Areas		Other Areas	
	Per week	Per hour	Per week	Per hour
	R	R	R	R
<b>Grade 1</b>				
Char	376.20	8.36	334.35	7.43
Grade 2	531.90	11.82	450.45	10.01
Grade 3	575.10	12.78	543.15	12.07
Grade 4	627.75	13.95	593.10	13.18
Grade 5	700.65	15.57	660.15	14.67
Grade 6	841.95	18.71	793.35	17.63

Class of Employee	All Areas	
	Per week	Per hour
	R	R
Grade 7	1,067.40	23.72
Grade 8	1,220.40	27.12
Watchman	484.08	(No hourly rate)

## APPRENTICE WAGES

Class of Employee	All Areas	
	Per week	Per hour
<u>APPRENTICES</u>	R	R
<b><u>Three year Trades</u></b>		
First year	513.45	11.41
Second year	636.75	14.15
Third year	782.55	17.39
<b><u>Four year Trades</u></b>		
First year	513.45	11.41
Second year	563.40	12.52
Third year	636.75	14.15
Fourth year	782.55	17.39
<b><u>Competency Based Modular Training</u></b>		
Level 1		
Level 2	489.60	10.88
Level 3	611.10	13.58
Level 4	734.85	16.33
	855.90	19.02

**[Note: 1.** In the case of the wages specified for the under-mentioned employees, the following special provisions shall apply:

**Operative engine assembler**

For the first 18 months

of experience

R612,00 per week (R13,60 per hour)

Thereafter

R935,55 per week (R20,79 per hour)

**Operative, grade A**

For the first 12 months

of experience

R612,00 per week (R13,60 per hour)

Thereafter

R736,20 per week (R16,36 per hour)

**Operative, grade B**

For first 6 months

of experience

R509,40 per week (R11,32 per hour)

Thereafter

R546,75 per week (R12,15 per hour)

2. 'Experience', for the purposes of the afore-going, means the total period or

periods of employment that an employee has had either with his present or any other employer in the particular occupation in which he is employed.]”

- (2) On the assumption of duty with a new employer, an employer may require an operative, grade A, operative, grade B or operative engine assembler who wishes to claim credit for past experience, to produce a certificate of service reflecting details of his past experience in the form of Annexure A to this Agreement.
- (3) 'Experience', for the purposes of this clause, means the total period or periods of employment that an employee has had either with his present or any other employer in the particular occupation in which he is employed.

**[NOTE:            Guaranteed Wage Increases:**

An employer must pay his employees who are earning above the prescribed minimum wages at the time of publication of this Agreement, the guaranteed wage increases as set out in Division D of this Agreement.]

## **CHAPTER V**

### **RECONDITIONING ESTABLISHMENTS**

#### **CLAUSE 1 - SCOPE OF APPLICATION AND REGISTRATION**

- (1) The provisions of this Chapter and all of the provisions of Divisions A and B shall apply to reconditioning establishments registered as such by the Council: Provided that where provisions of Divisions A and B are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.
- (2)
  - (a) Application for registration as a reconditioning establishment for purposes of this Chapter shall be made by the employer to the Council or the Regional Council having jurisdiction in such form as may be prescribed, and the Council may, in its discretion, register the establishment concerned for such period and subject to such terms and conditions as it may determine and shall issue the employer with a certificate to the effect.
  - (b) The Council may at any time withdraw or vary the terms of a certificate issued under paragraph (a) of this sub-clause and the employer shall, when so required, in writing, return the certificate to the Council within 10 days after receipt of such written notification.
  - (c) An employer whose reconditioning establishment is not registered under paragraph (a) of this sub-clause shall in respect of such establishment be

subject to the provisions of Chapter I of Division C of this Agreement.

[NOTE: For special provisions relating to the ratio refer to Clause 6 of Division D of this Agreement.]

## CLAUSE 2 - DEFINITIONS

### For the purposes of this Chapter -

- (1) **`armature winder'** (grade 5 employee) means an employee who is mainly or exclusively engaged on any of the operations involved in the reconditioning or the rewinding of field coils, armatures and/or alternator rotors and stators, other than the final testing of these components or the skimming of commutators (this means the final testing and skimming remain part of a journeyman's work);
- (2) **`brake drum skimmer'** (grade 5 employee) means an employee who mainly or exclusively machines brake drums and/or discs and/or flywheels and who uses measuring instruments and/or may set and adjust lathes for this purpose;
- (3) **`char'** (grade 1 employee) means an employee mainly or exclusively employed in any one or more of the following duties:
  - Cleaning and/or washing premises, toilets, furniture, utensils or similar articles; dusting of vehicles;
  - franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;
  - making and/or serving tea or similar beverages;
  - preparing and/or serving food not for sale to the public;
  - washing, waxing and vacuuming motor vehicles in all establishments, including registered Auto Valet establishments;
  - polishing motor vehicles by hand;
- (4) **`clutch cover assembly setter'** (grade 5 employee) means an employee who under the supervision of a journeyman or apprentice or trainee registered in terms of the Manpower Training Act is mainly or exclusively engaged in the following duties in an establishment registered in terms of Chapter V of Division C of this Agreement:
  - Assembly of clutch cover assemblies, including final adjustments to specifications and the use of measuring instruments;
- (5) **'driver motorcycle and/or scooter'** means an employee who mainly or exclusively drives motorcycles and/or scooters;
- (6) **'driver light vehicle'** means an employee who mainly or exclusively drives motor vehicles with a gross vehicle mass of up to 3 500 kg, including forklifts and tractors;
- (7) **'driver heavy vehicle'** means an employee who mainly or exclusively drives motor vehicles with a gross vehicle mass of over 3 500 kg;



(8) **`general worker'** (grade 2 employee) means –

(a) in relation to all establishments, an employee who is mainly or exclusively engaged on any of the following duties:

Accepting written orders in return for goods delivered outside the employer's premises;  
affixing printed or ready addressed labels to bottles, boxes, bales or other packages;  
applying adhesives, belt dressings, deadener materials or anti-corrosive coatings (excluding primer, surfaces and finishing coats), putty, sealing compounds for purposes of dust-proofing and/or water-proofing;  
applying and removing sash clamps, G-clamps, toggle clamps and battery hold-down clamps;  
assembling and/or repairing motor-assisted pedal cycles and pedal-assisted motor cycles;  
assembling, packing and mass-measuring goods in accordance with instructions and/or packing slips;  
assisting on delivery vans;  
attending to boilers;  
carrying goods;  
cementing tyres;  
checking and/or recording identification marks on goods;  
cleaning and placing diesel pumps on workbenches for repair;  
cleaning by hand, brush, machine or picking, or degreasing;  
cleaning moulds;  
closing or opening bales, boxes or other packages;  
collecting spares on employer's requisition;  
compounding in connection with the painting of motor vehicles;  
conveying on foot, by bicycle, by tricycle, or by hand-propelled vehicle, goods, letters or messages;  
cooking of rations;  
counting and recording the result;  
cutting tyres;  
digging and/or removing the soil for foundations, drains and trenches;  
dismantling scrap motor vehicles, other than the stripping of engines.  
emptying containers;  
extracting battery cells for inspection;  
filing and sorting of standard printed forms into alphabetical, numerical, date, colour or commodity order;  
filing of body fillings, solder, welding and old paint from parts under repair and adjacent parts, solder or welding on new parts and of sheet metal which has been panel-beaten;  
firing and loading ovens and furnaces and removing refuse from furnaces;  
fitting and/or removing curing tubes and/or sectional bags to and from tyres and placing tyres in moulds thereafter;  
fitting and/or removing registration number plates to and from vehicles;  
franking mail matter;  
gardening;  
greasing and oiling machinery, including lathes and overhead shafting, while stationary;

holding parts, materials and/or tools and placing parts and materials into position under the supervision of an employee in a higher wage group;  
issuing and/or receiving tools and/or equipment to and from the tool room and maintaining a record thereof;  
issuing materials previously recorded by storekeepers;  
issuing goods from workshop store to workshop personnel and recording same;  
loading and unloading vehicles;  
making crates;  
marking and/or stencilling packages and/or parts by brush or spray-gun or rubber stamp;  
masking;  
mass-measuring and recording the results;  
mixing, by hand or machine, materials, including concrete and mortar, but excluding colour blending and fibreglass constituents;  
moving and/or stacking and/or unpacking goods;  
operating goods lifts and letter copying or duplicating machines;  
painting, by brush and/or gun, axles, brake drums, brake shoes, chassis and underside of vehicle bodies and of trailers;  
painting by brush, front and rear bumpers, wheels of commercial vehicles or bus chassis;  
rough water-proofing paint on canvas;  
rough stuff to inside of vehicle bodies;  
painting buildings, fences, plant and equipment for maintenance purposes only;  
painting pallets;  
polishing by hand or machine in connection with the painting of motor vehicles;  
polishing moulds;  
preparing food for cooking;  
pre-treating metal by chemical process in panelbeating establishments;  
recording and/or checking identification marks on goods and registration numbers of vehicles;  
recording items on a pre-printed check-list to workshop;  
recording on bin cards;  
removing clip-on body mouldings;  
removing pitch from batteries;  
repairing curing tubes and sectional bags;  
repairing pallets;  
rough cutting;  
rubbing down of filling, primer and putty;  
sand or shot blasting;  
sandpapering;  
screwing down moulds;  
sealing batteries;  
selecting and placing goods into bins;  
smelting of shavings into ingot forms;  
sorting goods and recording the result;  
stirring materials;  
stripping tyres;  
stripping used components, including de-riveting;  
teasing coir and horsehair;

trimming tyres;  
truing spoke-wheels;  
washing and polishing motor vehicles;  
waxing moulds;  
wrapping of goods;  
writing in addresses copied from invoices or packing slips;  
removing but not replacing -  
    alternators;  
    body badges;  
    body mouldings;  
    bonnets;  
    bulbs;  
    bumpers;  
    cables - excluding electrical cable levers;  
    doors;  
    door handles;  
    engine mud trays;  
    generators;  
    damaged glass;  
    gravel pans;  
    grills;  
    lamps;  
    oil filters or strainers and the cleaning thereof;  
    rear body lights;  
    running boards;  
    seats;  
    self starters;  
    shock absorbers, excluding struts;  
    striker plates;  
    sump nuts and bolts;  
    valve covers;

applying protective coating to engines, components or accessories mounted within the engine compartment and to floor mats, seat surfaces, luggage compartments or side-kick plates;  
fitting loose seat covers when no alterations are required;  
removing paint and preparing surface for repainting, excluding the application of lead filler;  
mixing, by hand or machine, materials including concrete, mortar and fibre glass constituents, but excluding colour blending;

- (b) subject to the provisions of clause 10 of Division A, which fixes the minimum weekly wage for driving vehicles, an employee who, in addition to performing any of the duties enumerated in paragraph (a) of this definition, may also drive vehicles;
- (9) **'journeyman'** (grade 8 employee) means a person who performs journeyman's work and who -
- (a) has served an apprenticeship in a designated trade in accordance with the requirements of the Manpower Training Act, 1981, or in accordance with a

- written contract approved by any Regional Council; or
- (b) is in possession of a Grade A membership card issued by MISA/SAMU or the National Union of Metalworkers of South Africa; or
  - (c) is in possession of a certificate issued to him in terms of the Manpower Training Act, 1981; or
  - (d) is in possession of an identity card issued by a Regional Council;
- (10) **`machine setter'** (grade 6 employee) means an employee who adjusts and/or sets machine tools and presses and who with regards to a reconditioning establishment, can in addition sharpen and form grind tools;
- (10) **`operative, grade AR'** (grade 4 employee) means an employee mainly or exclusively engaged on the following duties:
- Application by spray gun or brush or paint, adhesives, recognised bitumastic and fire-resisting or rust-preventing substances (coatings) to components and units other than metal spraying to parts and components;
  - assembling where no fitting is required;
  - bending and/or forming by hand operation in special-purpose jigs or formers;
  - bonding of steel inserts to hydraulic cylinders;
  - bonding brake shoes, bands and clutch plates;
  - buffing metals;
  - checking parts with go-no-go gauges and/or testing devices and/or plug gauges;
  - cutting friction material to standard templates;
  - cutting and grinding of clutch liners to pre-determined size or templates;
  - dipping in varnish, enamels or paint;
  - dismantling of brake (including air and hydraulic brakes) and/or clutch components for reconditioning;
  - dressing or grinding by hand or power tool: Provided that in all cases of precision dressing the machine concerned shall be pre-set by a journeyman or machine-setter;
  - drilling and countersinking of liners;
  - drilling holes previously marked out by a journeyman or machine setter or an apprentice or a trainee registered in terms of the Manpower Training Act, or machine drilling with special-purpose drilling jigs;
  - drilling with portable drill not capable of taking drills larger than 13 mm in diameter to templates or patterns;
  - feeding and/or loading and/or starting and/or unloading and/or operating automatic machines;
  - filing of metals other than precision work;
  - fly and/or treadle and/or manual and/or power pressing and/or notching where the work is done with pre-set jigs or dies, excluding the setting of jigs and/or dies;
  - grinding pressure plates with appropriate surface grinding machine;
  - heating lead;
  - inspecting visually;
  - making up brake pipes by bending and/or forming by hand operation or in

special-purpose jig;  
 marking off from patterns or templates by hand;  
 mounting of components into test jigs and observing the testing of components;  
 operating centreless grinders;  
 operating but not setting machines designed or permanently adapted for a single-tool operation and where manual operations are limited to loading, starting, stopping and unloading, but excluding any operations connected with the machining of brake drums, brake discs or flywheels;  
 operating power press/presses, excluding setting;  
 packing of component parts into sets under supervision of an operative supervisor;  
 placing of welding tips in position;  
 preparation for buffing;  
 pre-treatment of metals by chemical process;  
 proof-testing components;  
 riveting;  
 rough grinding where the machine or work is held by hand;  
 screwing by hand with die-heads and/or taps and/or screwing machines;  
 sharpening but not replacing welding tips;  
 soldering, tinning, sweating, continuous wire welding, spot and/or tack and/or butt welding, including the removing and replacing of welding tips and the cleaning of welding tips with abrasive materials or by hand filing;  
 straightening and/or flattening of metal strips;  
 striking metal, including rivet striking; rivet heating;  
 stripping parts and components by hand or machines normally used by this class of operative;  
 threading of bolts;

and who may set and adjust the machines he operates, provided he is paid the prescribed setting bonus;

- (12) **`operative, grade BR'** (grade 4 employee) means an employee mainly or exclusively engaged in the repetitive operation of or attending to, but not setting, semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatic operating stops, including capstan and turret type lathes where all operations are limited to fixed stops:

Provided that this operative may not perform any operation related to the machining of brake drums, brake discs or flywheels but may set and adjust the machines he operates, provided he is paid the prescribed setting bonus;

- (13) **`operative, grade CR'** (grade 5 employee) means an employee mainly or exclusively engaged on -

welding with electric welding equipment and/or cutting with profile cutting machine and setting and regulating the heating and cutting gas mixtures of the welding or cutting equipment at the torch;  
 welding and/or brazing to jigs and/or parts so formed as to obviate the need for a jig; Provided that any freehand arc or gas welding performed by this operative must be restricted to welds which are -

- (a) downhand;
- (b) of components of which the completed mass does not exceed 15,0 kg;
- (c) not in excess of 40,0 cm total length of one welding seam;

and who may set and adjust any machine he operates, provided he is paid the prescribed setting bonus;

- (14) **`operative supervisor'** (grade 5 employee) means an employee mainly or exclusively engaged in supervising the work of any operative classes of workers and general workers;
- (15) **`radiator repairer'** (grade 4 employee) means an employee mainly or exclusively engaged in one or more of the following operations:

Operating pre-set crimping or forming machines;  
cutting waterway and fin metal strips to set lengths;  
manipulating return-folding machines;  
framing core sections by means of press into required sizes;  
cleaning and tinning;  
dipping cores into acid baths and solder vats;  
sweating water vessels to cores;  
sweating side walls to cores;  
sweating tubes and tube plates;  
making filler necks to jigs;  
dismantling radiators.

### CLAUSE 3 - EMPLOYEES

- (1) Subject to the provisions of subclause (2) of this clause, a reconditioning establishment which is registered with the Council in terms of clause 1 of this Chapter may employ, in addition to apprentices and trainees in terms of clause 1(2) of Division A of this Agreement and the classes of employees referred to in clause 3 of Division B and clause 3 of Chapter I of Division C of this Agreement, any of the classes of employees referred to in clause 4 of this Chapter under the terms and conditions laid down in this Chapter: Provided that where the provisions of Division A or B or Chapter I of Division C and the provisions of this Chapter are in conflict, the provisions of this Chapter shall obtain and have preference.
- (2) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I of Division C relating to body shop assistants, B/A journeymen and repair shop assistants shall not apply to reconditioning establishments registered as such by the Council.

### CLAUSE 4 - WAGES

- (1) (a) **Minimum wage** – From the effective date of the Amending Agreement to 31 August 2005, the minimum wage which an employer shall pay each member of the under-mentioned classes of

- his employees shall be as set out in the following Wage Schedule”.
- (b) For the period **1 September 2005 to 31 August 2006** and **1 September 2006 to 31 August 2007** respectively, the minimum prescribed wages will increase by the equivalent of the June 2005 and 2006 CPIx plus 2% respectively, provided that if the June CPIx in 2005 and 2006 respectively is 4% or less then the increase will be 6% and if the CPIx is more than 7% then the maximum percentage increase will be 9%.

## WAGE SCHEDULE

### PART A : MISCELLANEOUS

CLASS OF EMPLOYEE	WAGES PER WEEK (All Areas)
Grade 1 – Char	R376.20 (R8.36 per hour)
Grade 2	R531.90 (R11.82 per hour)
Grade 3	R575.10 (R12.78 per hour)
Grade 4	R627.75 (R13.95 per hour)
Grade 5	R700.65 (R15.57 per hour)
Grade 6	R841.95 (R17.63 per hour)
Grade 7	R1,067.40 (R23.72 per hour)
Grade 8	R1,220.40 (R27.12 per hour)

### PART B : OPERATIVES

CLASS OF EMPLOYEE	WAGES PER WEEK (All Areas)
Grade 4	R627.75 (R13.95 per hour)
Grade 5	R700.65 (R15.57 per hour)

## APPRENTICE WAGES

Class of Employee	All Areas	
	Per week	Per hour
<b><u>APPRENTICES</u></b>	R	R
<b><u>Three year Trades</u></b>		
First year	513.45	11.41
Second year	636.75	14.15
Third year	782.55	17.39
<b><u>Four year Trades</u></b>		
First year	513.45	11.41
Second year	563.40	12.52
Third year	636.75	14.15
Fourth year	782.55	17.39
<b><u>Competency Based Modular Training</u></b>		
Level 1	489.60	10.88
Level 2	611.10	13.58
Level 3	734.85	16.33
Level 4	855.90	19.02

**(Note:** An employer shall pay his employees who are earning above the prescribed minimum wages at the time of publication of this Agreement, the guaranteed wage increases as set out in Division D of this Agreement.)

- (2) **Setting bonus** - The minimum weekly rates prescribed in Part B of the Schedule hereunder shall be increased by R5 per week if the employee at any time in the course of his duties sets and adjusts the machine(s) he operates.
- (3) **Bonus** - The minimum weekly wage prescribed for an operative supervisor in the Schedule hereunder shall be increased by R10 per week if the employee at any time in the course of his duties checks the work of operative classes of workers and uses measuring instruments in the process.
- (4) **Experience** - 'Experience', for the purposes of this clause, means the total period or periods of employment which an employee has had either with his present or any other employer in the particular occupation in which he is employed.



## DIVISION D

### SPECIAL PROVISIONS RELATING TO SECTORS

#### CLAUSE 1 - SCOPE OF APPLICATION

The provisions of this Division shall apply to all establishments operating in the Motor Industry, excluding **Sector 1 (Chapter III)**: Provided that the inclusion of Division D shall be deemed to be a transitional arrangement for the further development of a new bargaining model for the Industry, and the inclusion thereof shall be by consensus of the parties, failing which it shall be deleted from future collective agreements.

#### CLAUSE 2 : DEFINITIONS

For the purposes of this Division –

**'Sector 1'** means **manufacturing establishments**, i.e. vehicle body builders; trailers and caravan manufacturers and warranty repairs; vehicle components and accessories; fibreglass component manufacturers, repairs and sales;

**'Sector 2'** means **remanufacturing (production) establishments**, i.e. component remanufacturers; brake, clutch and radiator remanufacturers; drive-train remanufacturers; and steering remanufacturers;

**'Sector 3'** means **Reconditioning establishments**, i.e. automotive engineers; fuel injection/diesel pumps; gearbox/transmission; turbochargers; and springsmiths;

**'Sector 4'** means **service and repair establishments**, i.e. motor cycle sales and repairers; battery sales and repairers; tyre sales, repairs and wheel alignment, tyre retreaders; exhaust, towbar and shockabsorber fitters; radio, alarms and immobilizer fitters; sun roof fitters; airconditioning fitters; body repairers; upholsterer and motor trimmers, auto electrical repairers; auto valet and steam cleaners; propshafts and CV joints repairers; motor plastic component repairers, glass fitters; carburettor sales and repairers; drive-train fitters and repairers; steering fitters and repairers; motor vehicle, bus, truck and tractor repairers;

**'Sector 5'** means **fuel dealers, service stations and related establishments**;

**'Sector 6'** means **dealers sales and distribution establishments**, i.e. used motor vehicle, bus truck and tractor sales and repairers; franchised motor vehicle, bus, truck, tractors and parts sales and repairers; caravan sales and repairers; and agricultural equipment sales and repairers;

**'Sector 7'** means **automotive parts, accessories, equipment and tools establishments**, i.e. motor parts, accessories, equipment and tools; auto-breakers and used parts dealer establishment;

### CLAUSE 3 : GUARANTEED WAGES INCREASES

- (1) **Guaranteed Wage Increases : Sectors 1 (Chapter II), 2, 3, 4, 5 and 7:**
- (a) An employer shall pay his employees, who at the time of publication of this Agreement are earning above the minimum wages prescribed in terms of Division B and Division C, Chapter I, II, IV and V, the guaranteed wage increases as set out below.
- (b) On 1 September 2005 and 1 September 2006 respectively, the employer shall pay a guaranteed wage increase equivalent to the monetary value of the increase in prescribed minimum wages for the respective periods as prescribed in terms of Division B and Division C, Chapters I, II, IV and V.
- (c) An employer may pro-rate the guaranteed wage increases for employees with less than 12 months' service, with the proviso that they will only be implemented with effect from the 7<sup>th</sup> month.
- (d) An employer who has granted an increase over and above the prescribed increases during the preceding 12 months may offset those increases against the increases set out below; provided that no wage increases shall be offset on more than one occasion.
- (e) The parties shall undertake not to embark upon or participate in any industrial action as a result of disputes on guaranteed wage increases relating to any other sector of the Motor Industry: Provided that the employer has implemented the guaranteed wage increases. Any such industrial action shall be deemed unprotected.

**A. SECTORS 1 (Chapter II), 2, 3, 4, 5 AND 7**  
**(DIVISION B : CLAUSE 3 - WAGES)**

Classes of employee	Guaranteed Increases	
	All Areas	
	Per week R	Per month R
(a) Office, stores, sales and clerical employee - during first year of experience	32.53	140.98
during second year of experience	37.12	160.86
during third year of experience	42.75	185.26
thereafter	49.64	215.09
(b) Motor vehicle sales person - during first year of experience	39.25	170.10
thereafter	50.62	219.34
(c) Bookkeeper	63.82	276.54
(d) Accountant	108.56	470.43
(e) Parts salesperson - during first year of experience	40.92	177.30
thereafter	50.26	217.80
Class of Employee	All Areas	
	Per week	Per month
(f) Traveller - during first year of experience	41.08	178.03
thereafter	50.26	217.80
(g) Supply sales person - during first year of experience	41.08	178.03
during second year of experience	47.07	203.97
during third year of experience	52.75	228.59
thereafter	56.61	245.32

**B. SECTORS 4, 5 AND 7 (DIVISION C : CHAPTER I - CLAUSE 3 : WAGES)**

	<b>Guaranteed Increases</b>	
Class of Employee	All Areas	
	Per week	Per hour
	R	R
<b>Grade 1</b>		
Forecourt attendant	19.35	0.43
Parking Attendant	19.35	0.43
Char	23.85	0.53
<b>Grade 2</b>	33.75	0.75

	<b>Guaranteed Increases</b>	
Class of Employee	All Areas	
	Per week	Per hour
	R	R
Grade 3	36.45	0.81
Grade 4	40.05	0.89
Grade 5	44.55	0.99
Grade 6	53.55	1.19

	<b>Guaranteed Increases</b>	
Class of Employee	All Areas	
	Per week	Per hour
	R	R
Grade 7	67.95	1.51
Grade 8	77.85	1.73
Watchman	30.82	(No hourly rate)

**C. SECTOR 1 (DIVISION C : CHAPTER II – CLAUSE 4 : WAGES)**

<b>CLASS OF EMPLOYEE</b>	<b>Guaranteed Increases (All Areas)</b>
Grade 1 – Char	R23.85 (R0.53 per hour)
Grade 2	R33.75 (R0.75 per hour)
Grade 3	R36.45 (R0.81 per hour)
Grade 5	R44.55 (R0.99 per hour)
Grade 6	R53.55 (R1.19 per hour)
Grade 7	R67.95 (R1.51 per hour)
Grade 8	R77.85 (R1.73 per hour)

**D. SECTOR 3 (DIVISION C : CHAPTER IV - CLAUSE 4 : WAGES)**

	<b>Guaranteed Increases</b>	
Class of Employee	All Areas	
	Per week	Per hour
	R	R
<b>Grade 1</b>		
Char	23.85	0.53
Grade 2	33.75	0.75

	<b>Guaranteed Increases</b>	
Class of Employee	All Areas	
	Per week	Per hour
	R	R
Grade 3	36.45	0.81
Grade 4	40.05	0.89
Grade 5	44.55	0.99
Grade 6	53.55	1.19

Class of Employee	Guaranteed Increases	
	All Areas	
	Per week	Per hour
	R	R
Grade 7	67.95	1.51
Grade 8	77.85	1.73
Watchman	30.82	(No hourly rate)

**Operative engine assembler**

For the first 18 months of experience  
Thereafter

R44.10 per week (R0.98 per hour)  
R67.50 per week (R1.50 per hour)

**Operative, grade A**

For the first 12 months of experience  
Thereafter

R44.10 per week (R0.98 per hour)  
R53.10 per week (R1.18 per hour)

**Operative, grade B**

For the first 6 months of experience  
Thereafter

R36.90 per week (R0.82 per hour)  
R39.60 per week (R0.88 per hour)

**E. SECTOR 2 (DIVISION C : CHAPTER V - CLAUSE 4 : WAGES)**

CLASS OF EMPLOYEE	Guaranteed Increases (All Areas)
Grade 1 – Char	R23.85 (R0.53 per hour)
Grade 2	R33.75 (R0.75 per hour)
Grade 3	R36.45 (R0.81 per hour)
Grade 5	R44.55 (R0.99 per hour)
Grade 6	R53.55 (R1.19 per hour)
Grade 7	R67.95 (R1.51 per hour)
Grade 8	R77.85 (R1.73 per hour)

(2) **Minimum wages: Sector 6:**

(a) From the effective date of the Amending Agreement to 31 August 2005, the following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following Wage Schedules in the area of the Region in which his establishment is situated, and no employee shall accept a wage lower than that specified for his class in such area:

(i) **Division B Employees: Wage Schedule**

Class of employee	Minimum Wages			
	Areas A		Other Areas	
	Per week	Per month	Per week	Per month
(a) Office, stores, sales and clerical employee -	R	R	R	R
during first year of experience	521.50	2,259.85	473.72	2,052.77
during second year of experience	594.11	2,574.48	538.12	2,331.86
during third year of experience	684.74	2,967.22	620.83	2,690.27
thereafter	793.74	3,439.55	715.69	3,101.31
(b) Motor vehicle sales person -				
during first year of experience	616.53	2,671.62	565.06	2,448.60
thereafter	795.00	3,444.98	721.31	3,125.67
(c) Bookkeeper	1,010.97	4,380.89	925.44	4,010.25
(d) Accountant	1,727.60	7,486.25	1,573.41	6,818.10
(e) Parts salesperson -				
during first year of experience	645.27	2,796.17	595.52	2,580.57
thereafter	789.39	3,420.67	721.55	3,126.73
<b>Class of Employee</b>	<b>All Areas</b>			
			<b>Per week</b>	<b>Per month</b>
(f) Traveller -				
during first year of experience			645.27	2,796.17
thereafter			789.39	3,420.67
(g) Supply sales person -				
during first year of experience			645.27	2,796.17
during second year of experience			739.28	3,203.56
during third year of experience			828.52	3,590.26
thereafter			889.15	3,853.00
(h) Part-time employees			*	*

- One-eleventh of the minimum weekly wage as prescribed for clerical employees in (a) hereof, for ordinary time worked on each day in any one week, or one forth-fifth of such prescribed minimum weekly wage for each hour or part of an hour of ordinary time worked in any one week, whichever is the greater.

(ii) **Other employees – Wage Schedule**

Class of Employee	Minimum Wages			
	A Areas		Other Areas	
	Per week	Per hour	Per week	Per hour
	R	R	R	R
<b>Grade 1</b>				
Parking Garage Attendant	302.85	6.73	261.45	5.81
Forecourt Attendant	302.85	6.73	261.45	5.81
Char	376.20	8.36	334.35	7.43
Grade 2	531.90	11.82	450.45	10.01
Grade 3	575.10	12.78	543.15	12.07
Grade 4	627.75	13.95	593.10	13.18
Grade 5	700.65	15.57	660.15	14.67
Grade 6	841.95	18.71	793.35	17.63

Class of Employee	All Areas	
	Per week	Per hour
	R	R
Grade 7	1,067.40	23.72
Grade 8	1,220.40	27.12
Watchman	484.08	(No hourly rate)

- (b) For the period **1 September 2005 to 31 August 2006** and **1 September 2006 to 31 August 2007** respectively, the minimum prescribed wages will increase by the equivalent of the June 2005 and 2006 CPIx plus 2% respectively; provided that if the June CPIx in 2005 and 2006 respectively is 4% or less then the increase will be 6% and if the CPIx is more than 7% then the maximum percentage increase will be 9%.



**CLAUSE 4 : ACTUAL/GUARANTEED WAGE INCREASES  
EXEMPTION PROCEDURE :  
WAGE EXEMPTIONS BOARD**

- (1) Individual employers seeking exemption to pay a lesser actual wage increase and/or a guaranteed increase or to be exempted from paying such, must obtain the wage exemption application form available on request from their local Regional Council.
- (2) Applications for exemption not to pay the agreed prescribed minimum wage increases will not be accepted or considered in terms of these exemption procedures.
- (3) The application must be lodged with the Regional Council and must include the following supporting documents –
  - (a) Formal financial information
  - (b) A written motivation
  - (a) Details and proof of the consultation process between the employer, employees and relevant MIBCO Trade Unions.
- (4) Applications must be lodged with the Regional Council and scrutinised within 21 days from the date the Council has circularised all employers with the amending agreements and wage schedules, either hand-delivered or by registered mail or by fax or E-mail, in the prescribed format.
- (5) The Wage Exemptions Board will make a decision on the application within 14 days of the conclusion of the first period, i.e. 21 days as referred to in point 4 hereof.
- (6) Applicant employers will be advised of the outcome within seven days by fax where applicable and by registered mail.
- (7) Non-party establishments may appeal to the Exemptions Board and party establishments to the National Council within 14 days from the date of receipt of the registered post or fax advising of the rejection of the application.
- (8) Appeal hearings will be attended by the Council's Auditors to assist with the Interpretation of the financial information.

**CLAUSE 5 : SECTOR 7 : PAYMENT OF EARNINGS**

- (1) **Sector 7 : Part Salesperson**
  - (a) The monthly earnings due to monthly paid employees shall be paid to them

not later than the last working day of each calendar month: provided that the commission on sales due to a parts sales person employed in an establishment mainly or exclusively engaged in the sale of automotive parts and equipment and accessories shall not be calculated earlier than the 20<sup>th</sup> day of the month to which it relates, and shall be paid not later than the 25<sup>th</sup> day of the following month, subject to the following conditions:

- (i) A part sales person in the employ of any establishment described herein shall, at the end of the month of publication of this Agreement be paid commission equal to the average commission earned during the previous three months, or the average commission earned during any such lesser period, if newly engaged during the three months preceding the date of publication hereof.
- (ii) Should this bridging commission vary in favour of the employer by more than 10% of the actual commission earned, an adjustment shall be made by means of equal instalments over a period of three months reckoned from the date of payment of the adjusted commission;
- (iii) Should this bridging commission vary in favour of the parts sales person the entire adjusted amount shall be paid to him in a single payment not later than the 25<sup>th</sup> day of the month following the month to which it relates;
- (iv) In the event of the termination of the services of the parts sales person for any reason whatsoever the final commission payment shall be made to the employee concerned not later than the last working day of the month in which services are terminated.

**(2) Sector 6 : Payment of Commission**

- (a) The monthly earnings due to monthly paid employees shall be paid to them not later than the last working day of each calendar month: Provided that the commission on sales due to an employee shall not be calculated earlier than the 20<sup>th</sup> day of the month to which it relates, and shall be paid not later than the 25<sup>th</sup> day of the following month, subject to the following conditions:
  - (i) An employee shall, at the end of the month of publication of this Agreement , be paid commission equal to the average commission earned during the previous three months, or the average commission earned during any such lesser period, if newly engaged during the three months preceding the date of publication hereof.
  - (i) Should this bridging commission vary in favour of the employer by more than 10% of the actual commission earned, an adjustment shall be made by means of equal instalments over a period of three months reckoned from the date of payment of the adjusted commission.

- (ii) Should this bridging commission vary in favour of the employee the entire adjusted amount shall be paid to him in a single payment not later than the 25<sup>th</sup> day of the month following the month to which it relates.
- (iii) In the event of the termination of the services of the employee for any reason whatsoever the final commission payment shall be made to the employee concerned not later than the last working day of the month in which services are terminated.

## **CLAUSE 6 : RATIO PROVISIONS**

- (1) The following ratio provisions shall apply to Sectors 3, 5 and 7 (Chapters I and IV):
  - (a) Exemption to the existing ratio provisions as prescribed in Clause 4, Chapter I and Clause 3 of Chapter IV of Division C shall be granted to permit one additional:
    - Auto-electrician's Assistant
    - B/A journeyman
    - Body shop assistant
    - Diesel pump assistant
    - Motor cycle mechanic's assistant
    - Repair shop assistant
    - Scooter worker
    - Diesel pump room assistant
    - Operatives Grade A, Grade B and C
    - Operative engine assembler
  - (b) Applications for exemption from the ratio provisions shall be issued administratively by the Regional Secretaries of the Council and ratified by the first ensuing Regional Council meeting.
  - (c) The minimum prescribed wages to apply.
  - (d) Applications for exemption shall be limited to establishments employing a maximum of three journeymen.
  - (e) The provisions of this clause shall not be deemed to require/allow an employer to dismiss any employee in his employ at date of coming into operation of this Agreement.
- (2) The following ratio provisions shall apply to Sector 2 (Chapter V):
  - (a) Establishments employing 20 or less employees actively engaged in the workshop activities only one journeyman is required to supervise both brake and clutch operations.

- (b) In establishments employing more than 20 employees actively engaged in the workshop activities, the employer needs one journeyman for every 15 employees actively engaged in the workshop activities.
  - (c) The provisions of this clause shall not be deemed to require/allow an employer to dismiss any employee in his employ at date of coming into operation of this Agreement.
- (3) The following ratio provisions shall apply to **Sector 4 (Service and Repair establishments)**:
- (a) An employer may engage two of the following employees for every journeyman in his employ:
    - Auto-electrician's assistants
    - B/A journeymen
    - Body shop assistants
    - Diesel pump room assistants
    - Motor cycle mechanic's assistants
    - Repair shop assistants
    - Scooter workers
    - Diesel pump room assistants

[**Note:** Applications for exemption from the provisions of this sub-clause shall be directed to the National Council, i.e. not Regional Councils as for other exemptions.]

**MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO**

**ANNEXURE A**

**[Stipulated in clause 4 of Chapter IV of Division C]**

***CERTIFICATE OF SERVICE***

..... (name of employee) has been employed by me as an operative, grade A, operative, grade B or operative, grade C\* from ..... to .....

During this period he operated the following machines:

- Reboring machine
- Cylinder honing machine
- Crankshaft grinder
- Connecting-rod machine
- Surface grinding machine
- Valve refacing machine

(Cross out those which the employee did not operate.)

(Signed) .....

**Employer**

Name of firm .....

\*If the person referred to in this Certificate was for the first part of his employment an operative, grade A, operative, grade B or operative, grade C and was employed subsequently as an operative, grade A, operative, grade B or operative, grade C, please insert the relative dates here:

Employed as operative, grade A, operative, grade B or operative, grade C  
..... to .....

Employed as operative, grade A, operative, grade B or operative, grade C  
..... to .....

## MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

### ANNEXURE B

#### [Stipulated in clauses 4 and 7 of Division A]

The attention of all concerned is drawn to the following clauses in the Main Agreement of the Motor Industry Bargaining Council - MIBCO:

***Employment on journeyman's work:*** Clause 7(1) of Division A in terms of which it is an **offence** for an employer to instruct or permit an employee or for an employee to instruct any other employee (not being a journeyman, B/A journeyman, apprentice, or trainee under the Manpower Training Act, 1981), to do journeyman's work.

***Outwork:*** Clause 4 of Division A in terms of which it is an **offence** for any employee to engage in motor vehicle repair work, **whether for gain or not**, except -

- (a) on behalf of his employer; or
- (b) on a motor vehicle registered in the employee's name.

# THE MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

## ANNEXURE C

[Stipulated in clause 25(13) of Division A]

### ***TOOL LIST***

#### ***Motor mechanic***

- 1 Set knuckle spanners, 10, 11, 12, 14, 16, 17, 19 mm
- 1 Set combination spanners, 6 mm to 25 mm.
- 2 Shifting spanners, 150 mm and 300 mm.
- 1 Monkey wrench.
- 1 Set socket wrenches, ½" drive, 6 mm to 25 mm.
- 1 Set tappet spanners.
- 1 Set chisels (small).
- 1 Soft tip hammer, 450 g.
- 1 Ball peen hammer, 125g.
- 1 Engineer's hammer, 900 g.
- 1 Set twist drills, 1 mm to 10 mm.
- 1 Pair tin snips, 200 mm.
- 1 Hacksaw frame.
- 1 Oil can.
- 1 Steel rule, 300 mm.
- 1 Set feeler gauges.
- 1 Pair side cutting pliers, 150 mm.
- 1 Pair gas pliers, 150 mm.
- 1 Pair water pump pliers.
- 1 Valve grinder, suction type.
- 1 Scriber.
- 1 Centre punch.
- 1 Set pin punches, up to 8 mm.
- 1 Set ¼" drive sockets, 4 mm to 12 mm.
- 1 Pair needle nose pliers, 200mm.
- 2 Circlip pliers (inner and outer)
- 1 Pair combination pliers
- 1 Vice grip
- 2 Sets spline bits (fine and coarse)
- 1 Oil filter tool
- 1 Set allen keys
- 1 Tyre pressure guage
- 1 Test light
- 1 – 3 piece pipe spanners (flange)
- 1 Half round file, 150mm.
- 1 Round file, 150 mm.

- 1 Flat file, 150 mm.
- 1 Vernier, 150 mm.
- 1 Thread file, 150 mm.
- 1 Set Phillips screwdrivers
- 3 Flat screwdrivers, 150 mm, 200 mm and 300 mm.
- 2 Spark plug sockets, 16 mm and 21 mm.

### ***Vehicle body builder***

- 1 Panel saw, 8 teeth 25,4 mm.
- 1 Tenon saw.
- 1 Keyhole saw.
- 1 Set firmer chisels, 6 mm to 25 mm.
- 1 Marking gauge.
- 1 Set auger bits, 12 mm to 25 mm.
- 1 Screwdriver bit.
- 1 Countersunk bit.
- 1 Set jobber's drills. 6 mm to 12 mm
- 2 G clamps, 150 mm.
- 1 Pair dividers, 225 mm.
- 1 Pair tin snips, 200 mm.
- 1 Soft tip hammer.
- 1 Cross-peen hammer, 900g.
- 1 Hammer, 1 800 g.
- 1 Set flat screwdrivers, 150 mm and 300 mm.
- 1 Rule, 1 metre.
- 3 Squares, 300 mm and 600 mm.
- 1 Bevel, 150 mm.
- 1 Cold chisel.
- 1 Scraper.
- 1 Set combination spanners, 6 mm to 25 mm.
- 1 Centre punch.
- 1 Hacksaw frame.
- 1 Set star screwdrivers.

### ***Welder***

- 1 Wire brush.
- 1 Set chisels (assorted) for metal.
- 1 Hammer.
- 1 Rule, 300 mm.
- 1 Chipping hammer.
- 2 G clamps.
- 1 Square.
- 1 Set drills, 1 mm to 10 mm.
- 1 Pair blacksmith's tongs.
- 1 Pair water pump pliers.



- 1 Pair combination pliers.
- 4 Assorted files, 150 mm.
- 1 File handle.
- 1 Steel tape, 2 metres.
- 2 Shifting spanners.
- 1 Set Screwdrivers.
- 1 Hacksaw frame.
- 1 Vice grip

***Automotive sheet metal worker/auto body repairer/panelbeater***

- 1 Planishing hammer.
- 1 Blocking hammer.
- 1 Peenhead hammer.
- 1 Cross-peen hammer, 450 g.
- 1 Set of dollies.
- 1 Soft tip hammer.
- 1 Set combination spanners, 6 mm to 25 mm
- 1 Set assorted punches, up to 13 mm.
- 2 G clamps, 100 mm to 200 mm.
- 1 Fender bead pliers.
- 1 Fender flange pliers.
- 1 Pair snips, straight.
- 1 Pair snips, curved.
- 1 Metal square, 450 mm.
- 1 Pair compasses/divider
- 2 Cold chisels.
- 1 Steel rule, 300 mm.
- 1 Steel tape, 2 metres.
- 1 Set spoons.
- 1 Hacksaw frame.
- 1 Set screwdrivers, 150 mm and 250 mm.
- 1 Set Phillips screwdrivers.
- 1 Half round file, 150 mm.
- 1 Round file, 150 mm.
- 1 Flat file, 150 mm.
- 1 Three-cornered file, 150 mm.

***Automotive electrician***

- 2 Hammers, 225 g and 675 g
- 1 Large screwdriver.
- 1 Medium screwdriver.
- 1 Set Phillips screwdrivers.
- 1 Pair multigrip pliers.
- 1 Pair side cutting pliers, 150 mm.
- 1 Pair gas pliers, 150 mm.

- 1 Longnose pliers, 150 mm.
- 1 Set socket wrenches, 12,5 mm to 25 mm.
- 1 Set combination spanners, 6 mm to 25 mm.
- 1 Set spanners, 6 mm to 25 mm.
- 2 Shifting spanners, 150 mm and 250 mm.
- 1 Set of three small chisels.
- 1 Set pin punches, small
- 1 Small brace.
- 1 Centre punch
- 1 Pair wire trimming cutters.
- 1 Hacksaw frame.
- 1 Set feeler gauges.
- 1 Vernier, 150 mm
- 1 Small service socket kit, ¼" drive, 4 mm to 12 mm.
- 1 Pair scissors.
- 1 Set drills, steel, 1 mm to 10 mm.
- 1 Steel rule, 300 mm.
- 1 Half round file, 150 mm.
- 1 Round file, 150 mm.
- 1 Flat file, 150 mm.
- 1 Thread file.
- 1 Test lamp.
- 2 Spark plug sockets, 16 mm and 21 mm.

### ***Trimmer***

- 1 Tack hammer (magnetic).
- 1 Ball peen hammer, 675 g.
- 1 Pair scissors, 300 mm.
- 1 Nail punch.
- 1 Revolving leather punch.
- 1 Set screwdrivers, 150 mm, 200 mm and 300 mm.
- 1 Tailor's rule, 1 metre.
- 1 Tape measure, 2 metres.
- 2 Pairs trimmer's pliers.
- 1 Set twist drills, 1 mm to 10 mm.
- 1 Cold chisel, 13 mm.
- 1 Square, 350 mm x 600 mm.
- 1 Set ring spanners, up to 25 mm.
- 1 Set combination spanners, up to 25 mm.
- 1 Pair small pincers.
- 1 Claw tool.
- 1 Set of three Phillips screwdrivers.
- 1 Pair side cutting pliers
- 1 Pair gas pliers
- 2 Trimmer's knives (1 curved)
- 1 Set bell punches up to 25 mm.

- 1 Set pin punches.
- 1 Hacksaw frame.
- 1 Pair dividers.
- 2 Circular needles.
- 1 Set box spanners, 4,75 mm to 19 mm.
- 1 Pair pliers, cushion spring clip.
- 3 Small chisels, up to 13 mm.
- 1 Centre punch.
- 1 Set allen keys.
- 2 Sets spline bits (fine and coarse)

***Automotive machinist and fitter/automotive turner and machinist***

- 1 Pair inside callipers.
- 1 Pair outside callipers.
- 1 Depth gauge.
- 1 Set Screwdrivers.
- 1 Ball peen hammer, 475 g.
- 1 Engineer's hammer, 900 g.
- 1 Shifting wrench.
- 1 Set feeler gauges.
- 2 Steel rules, 150 mm and 300 mm.
- 1 Pair dividers.
- 1 Centre punch
- 1 File handle.
- 1 Hacksaw frame.
- 1 Oil can.
- 1 Vernier gauge, 150 mm
- 1 Radius gauge.
- 1 Set sockets, 10-22 mm.
- 1 Power bar.
- 1 Set combination spanners 10-22 mm
- 1 Half round file
- 1 Round file.
- 1 Flat file.
- 2 Sets Allen keys (imperial and metric)
- Vice grips.
- 1 Pair pliers
- Thread gauge.
- T-wrench.

***Engine fitter***

- 1 Set knuckle spanners, 10, 11, 12, 13, 14, 16, 17 and 19 mm.
- 1 Set combination spanners, 6 mm to 25 mm.
- 1 Set socket wrenches, 6 mm to 25 mm.

- 1 Set chisels (small).
- 1 Soft tip hammer, 450 g.
- 1 Engineer's hammer, 990 g.
- 1 Ball peen hammer, 475 g.
- 1 Round file, 150 mm.
- 1 Pair tin snips, 200 mm.
- 1 Hacksaw frame.
- 1 Oil can.
- 2 Steel rules, 150 mm and 300 mm.
- 1 Set feeler gauges.
- 1 Pair side cutting pliers, 150 mm.
- 1 Pair gas pliers, 150 mm.
- 1 Pair water pump pliers
- 1 Valve grinder, suction type.
- 1 Scriber.
- 1 Centre punch.
- 1 Set pin punches up to 8 mm.
- 1 Pair dividers.
- 1 Half round file, 150 mm.
- 1 Flat file, 150 mm.
- 1 Three-cornered file, 150 mm.
- 1 Vernier, 150 mm.
- 1 Set Phillips Screwdrivers.
- 1 Set screwdrivers, 150 mm, 200 mm and 300 mm.
- 1 Set belt punches, up to 12,6 mm.
- 2 Spark plug sockets, 16 mm and 21 mm.
- Vice grip.
- 1 Set Allen keys.
- 1 Set multi-spline bits.

### ***Fitter and turner***

- 2 Pairs inside callipers.
- 2 Pairs outside callipers.
- 1 Combination set, 150 mm x 300 mm.
- 1 Depth gauge.
- 2 Screwdrivers.
- 2 Hammers.
- 2 Scrapers.
- 1 Shifting spanner.
- 1 Screw-pitch gauge.
- 1 Set feeler gauges.
- 1 Oil can.
- 1 Surface gauge.
- 2 Steel rules, 150 mm and 300 mm.
- 1 Pair dividers.
- 1 Pair hermaphrodite callipers.

- 1 Centre punch.
- 1 Screwing tool, centre gauge.
- 1 Set drills, straight shank, 1 mm to 10 mm
- 1 File handle.
- 1 Hacksaw frame.
- 1 Half round file.
- 1 Round file.
- 1 Flat file.

***Spray painter***

- 1 Set striping brushes.
- 1 Chalk line.
- 1 Rule, 1 metre.
- 1 Set liners.

MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

ANNEXURE D

[Stipulated in clause 2 of Division A]

APPLICATION FOR REGISTRATION AS AN ACCREDITED SUSPENSION WORKSHOP UNDER CHAPTER I - DIVISION C OF THE MAIN AGREEMENT

PARTY SHOP	RMI	
	FRA	

NON-PARTY SHOP	
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FULL NAME OF ESTABLISHMENT \_\_\_\_\_  
\_\_\_\_\_

STREET ADDRESS \_\_\_\_\_  
\_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE No.

FAX No.

E-MAIL ADDRESS

NAME(S) OF OWNER(S)  PARTNER(S)  DIRECTOR(S)  MEMBER(S)

\_\_\_\_\_  
\_\_\_\_\_

—

DATE	<input type="text"/>
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MANDATORY TOOLS AND EQUIPMENT REQUIRED FOR ACCREDITATION AS A SUSPENSION FITMENT CENTRE/ WORKSHOP

(\*INDICATE BELOW, TOOLS AND EQUIPMENT IN YOUR WORKSHOP)

A.	TOOLS	REQD	*ACTUAL
1.	TORQUE WRENCH(20 – 130 Nm & HD 300Nm)	2	
2.	BRAKE SPRING PLIERS	1	
3.	BRASS HAMMER	1	
4.	SET OF THREADING TOOLS (TAPS & DIES)	1	
5.	SET OF HEAVEY DUTY SOCKETS	1	
6.	SET OF GEAR PULLERS (2 & 3 LEG)	1	
7.	BALL JOINT SEPARATOR)	1	
8.	THREAD PITCH GAUGE	1	
9.	SET OF INSIDE/ OUTSIDE CALIPERS	1	
10.	SET OF V-BLOCKS	1	
11.	DIAL INDICATOR WITH BASE	1	
12.	STRAIGHT EDGE 600 mm	1	
13.	GREASE GUN	1	
14.	TYRE INFLATER	1	
15.	SET OF DRILL BITS (3mm TO 13mm)	1	
16.	ELECTRIC OR AIR OPERATED DRILLING MACHINE	1	
17.	BENCH GRINDER WITH WIRE BRUSH AND PROTECTIVE GOGGLES	1	
18.	AIR IMPACT WRENCH	1	
19.	COIL SPRING COMPRESSOR	1	
20.	VERNIER	1	
21.	ANY SPECIAL TOOLS REQUIRED FOR SPECIFIC MODELS SUPPLY DETAILS ON SEPARATE SHEET		
<b>B.</b>	<b>EQUIPMENT</b>		
1	TWO OR FOUR POSTER LIFT		
2	WORKBENCH WITH VICE		
3	HYDRAULIC PRESS		
4	AIR COMPRESSOR		
5	PARTS CLEANING APPARUTUS		
6	TROLLEY JACKS		
7	TRESTLES		
8	CREEPERS		
9	SETS OF FENDER COVERS		
10	DRIP TRAYS		
11	UPDATED TECHNICAL SPECIFICATIONS		
<b>C.</b>	<b>STORAGE FACILITIES FOR TOOLS</b>		

D.	<b>SCHEDULED PLAN FOR GOOD HOUSE KEEPING AND THE ENVIRONMENT (SAFETY)</b>		
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SUPPLY DETAILS OF EMPLOYEES TO BE TRAINED OF SUSPENSION FITMENT

NAME	D.O.E	EMPLOYEE/I.D NUMBERS

SUPPLY DETAILS OF JOURNEYMEN MOTOR MECHANICS AND OR QUALIFIED SUSPENSION FITTERS EMPLOYED IN YOUR WORKSHOP

NAME	TRADE	CERTIFICATE/ CONTRACT No.

SUPPLY DETAILS OF JOURNEYMEN MOTOR MECHANICS AND OR QUALIFIED SUSPENSION FITTERS ACCREDITED AS MENTORS BY MERSETA

***Mentor:** Means a Journeyman motor mechanic or a qualified suspension fitter who has been evaluated, accredited and certificated by the Motor and Engineering Related Sector Training and Educational Authorities (MERSETA), as a mentor by having passed the required practical and theory tests, for the purpose of providing on-the-job training of prospective suspension fitters.*

NAME	DATE	CERTIFICATE No.

I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS FORM IS TRUE AND CORRECT

\_\_\_\_\_

NAME
SIGNATURE
DATE

TO BE SIGNED BY THE OWNER, MEMBER, A PARTNER OR DIRECTOR OF THE FIRM
----------------------------------------------------------------------