



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA

Regulation Gazette

No. 7087

Regulasiekoerant

Vol. 432

Pretoria, 22 June 2001
Junie

No. 22391



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GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 555

22 June 2001

LABOUR RELATIONS ACT, 1995

MOTOR INDUSTRY – MIBCO: EXTENSION OF MAIN COLLECTIVE AMENDING AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Motor Industry Bargaining Council – MIBCO and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 2 July 2001, and for the period ending 31 August 2001.

M.M.S. MDLADLANA

Minister of Labour

SCHEDULE**MOTOR INDUSTRY BARGAINING COUNCIL – MIBCO****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

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

National Union of Metalworkers of South Africa,**Motor Industry Employees’ Union of South Africa**

and the

Motor Industry Staff Association

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

being parties to the Motor Industry Bargaining Council – MIBCO,

to amend the Collective Agreement published under Government Notice No. R. 962 of 14 August 1998, as amended, extended and re-enacted by Government Notices Nos. R. 1093 of 28 August 1998, R. 1468 and R. 1469 of 20 November 1998, R. 987 of 20 August 1999, R. 506 of 25 May 2000, R. 629 of 23 June 2000 and R. 1334 of 8 December 2000.

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 Labour Relations Act, 1995, and shall remain in operation for the period ending 31 August 2001.

2. MINIMUM TERMS AND CONDITIONS

Unless stated otherwise in this Agreement the terms and conditions of this Agreement are minimum prescribed conditions applicable to employers and employees in the Industry, and it is accepted that different terms and conditions may be negotiated at establishment level in accordance with the principles of voluntarism and of collective bargaining: Provided that such terms and conditions are not less favourable than the terms and conditions prescribed in this Agreement.

DIVISION A**1. CLAUSE 1: SCOPE OF APPLICATION**

(1) The terms of this Agreement shall be observed in the Motor Industry—

- (a) throughout the Republic of South Africa as it existed prior to the commencement of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), excluding that portion of the Magisterial District of Somerset West occupied by the Cape Explosives Works (Ltd.);

- (b) by the employers and the employees in the Motor Industry who are members of the employers' organisation 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 such provisions 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 such provisions are not inconsistent with the provisions of or any conditions fixed under that Act.
- (3) (a) The provisions of this Agreement regarding ordinary hours of work, overtime and Sunday work as set out in the Schedule to this subclause shall not apply to managers and foremen who receive not less than—
 - (i) R1 634,00 per week if employed in any of the Areas A;
 - (ii) R1 388,00 per week if employed in any other area.

SCHEDULE

Division A: Clause 18: Hours of work
 Clause 19: Overtime
 Clause 21: Sunday work.

(b) Employess earning in excess of R1 634,00 per week if employed in any of the Areas A or R1 388,00 per week in any other area shall not be required to work overtime other than on a voluntary basis, free from any form of coercion, intimidation or victimisation.

(4) Clause 1 of the Preamble, clause 1(1)(b) of Division A, clause 1(3) of Division B, 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' organisation and trade unions, respectively.

2. CLAUSE 2: DEFINITIONS

- (1) Substitute the following for the definition "apprentice":

"**'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, 1998 (Act 97 of 1998);"
- (2) Substitute the following for the definition of "casual employee":

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

 - (a) for not longer than 23 hours, continuous or otherwise, in any one month on any of the duties as defined in the Agreement;
 - (b) for not longer than 100 days in the aggregate in any year if such employee is a student;"
- (3) Substitute the following for the definition of "Independent Exemptions Board":

"**'Exemptions Board'** means the Board established 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;"
- (4) Substitute the following for the definition of "Motor Industry":

"**'Motor Industry' or 'Industry'**, without in any way limiting the ordinary meaning of the expression and subject to the provisions of any statutory demarcation determination made, means the industry concerned with—

 - (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) repairing, vulcanising and/or retreading tyres;
 - (d) repairing, servicing and/or reconditioning batteries for motor vehicles;
 - (e) the business of parking and/or storing of motor vehicles;
 - (f) the business conducted by filling and/or service stations;
 - (g) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or spares and/or accessories (whether new or used) pertaining thereto, whether or not such sale is conducted from premises which are attached to a portion of an establishment wherein is conducted the assembly of or repairs to motor vehicles;

- (h) the business of motor graveyards;
- (i) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;
- (j) vehicle body building;
- (k) 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; and

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:

- (i) The construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;
- (ii) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure and the assembling, adjusting and installation of parts in cabs, bodies or on the superstructure of vehicles;
- (iii) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;
- (iv) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;
- (v) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or superstructure;
- (vi) building trailers, but not including the manufacture of wheels or axles therefor;
- (vii) all operations incidental to or consequent upon the activities referred to in subparagraphs (i) to (vi) above; and

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 mounted on wheels or not;
 - (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) above, '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, i.e. establishments in which motor vehicles are assembled from new components on an assembly line, which includes the manufacture and/or fabricating of any motor vehicle parts or components when carried on in such establishments, but does 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;".

(5) Insert the following new definition between the definitions of "repetition work" and "shift":

"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;".

(6) Substitute the following for the definition of **"workshop administrative staff"**:

"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";.

(7) Substitute the following for the definition of **"workshop employee"**:

"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."

3. CLAUSE 7: DIFFERENTIAL RATES OF WAGES AND EMPLOYMENT ON JOURNEYMAN'S WORK

Insert the following new subclause (3):

"(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 shall upon receipt of that amount deposit the amount into a special account established by the Council for that purpose."

4. CLAUSE 9: SPECIAL PROVISIONS RELATING TO WATCHMEN

Insert the following Note at the end of subclause (3) of this clause:

["NOTE: Guaranteed Wage Increases:

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

5. CLAUSE 11: SICK LEAVE

Substitute the following for subclause (7) (a):

"(7) (a) A person who is required by his employer to produce a medical certificate or other evidence of illness 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 person shall forfeit his right to sick pay."

6. CLAUSE 13: RETRENCHMENT PAY

(1) Substitute the following for clause 13:

- "(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 service, 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 is reasonable taking into account location, status, it's nature, remuneration and the employee's 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."

7. CLAUSE 16: DAMAGE TO VEHICLES OR PROPERTY

Substitute the following for subclause (2):

"(2) **Damage to property:** Subject to clause 5 of the Administrative Agreement, in the event of damage to company property or the property of the customer, no employer shall recover any excess amount incorporated in any insurance policy or damages from any employee, nor shall any employer be permitted to recover damages from any employee in the absence of insurance cover: Provided that such excess amounts or damages may be recoverable if a formal disciplinary hearing was conducted and the employee was found guilty of willful damage and/or gross negligence to company property or the property of a customer: Provided further that in the event of the employee having been found guilty of willful damage and/or gross negligence to property and the excess amount or damages having been recovered, the employee shall not be subjected to any further disciplinary measures."

8. CLAUSE 18: HOURS OF WORK

Substitute the following for subclause (2) (a) (ii):

- "(2) (a) (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."

9. CLAUSE 23: STAND-BY AND CALL-OUT ALLOWANCES

- (1) In subclause (1) (b), substitute the expression "R50,00" for the expression "R45,00".
- (2) In subclause (2) (a), substitute the expression "R55,00" for the expression "R50,00".

10. CLAUSE 25: SUPPLY OF TOOLS

- (1) In subclause (5), substitute the expression "R12,00" for the expression "R10,00".
- (2) Substitute the following for subclause (6):

"(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."
- (2) Substitute the following for subclause (7):

"(7) Any loss through fire or theft of the nature referred to in subclause (6) in excess of the replacement value shall be borne by the employee concerned."

11. CLAUSE 26: ANNUAL LEAVE AND ACCRUED LEAVE

- (1) Substitute the following for subclause (6) (b):

"(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."
- (2) Substitute the following for subclause (8):

"(8) Except as provided for 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, the 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 of the Regional Council concerned."

12. CLAUSE 28: INDEPENDENT EXEMPTIONS BOARD

Substitute the following for clause 28:

"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."

13. CLAUSE 29: RESOLUTION OF DISPUTES

- (1) Substitute the following for clause 29:
 - "(1) For the purposes 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 in the form specified by the Council. This provision shall not apply when the Council makes use of the procedure set out in subclause (4).
 - (3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, such dispute shall be referred for 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.

14. Insert the following new clause 32:

"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."

15. Insert the following new clause 33:

"CLAUSE 33: PAYMENT OF EARNINGS

- (1) All earnings due depending on the contract of employment, shall be paid either hourly, daily, weekly, fortnightly or monthly, as the case may be, in cash: Provided that—
 - (i) where an employee consents, payment may be made by cheque or by means of electronic transfer; and
 - (ii) 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 subclause 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, i.e. excluding Sunday.
- (c) The time referred to in paragraph (a) of this subclause shall permit all employees who are being paid in cash to be paid by not later than their normal stopping time.
- (3) On the weekly or monthly pay-day referred to in subclause (2)(a) of this clause, all employees to whom the special circumstances referred to in subclauses (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 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 7 (Automotive Parts, Accessories, Equipment and Tools establishments) in respect of this subclause, refer to clause 5 of Division D of this Agreement]

- (6) Upon termination of employment, the employer shall pay to an employee his earnings calculated up to the time and date of termination of service, 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 covers 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) Every employee shall, if so required by his employer, upon receiving payment of his earnings, acknowledge receipt thereof in writing.
- (12) 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."

16. Insert the following new clause 34:

"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.;

17. Insert the following new clause 35:

"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 the full names of the employer and the 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."

18. Insert the following new clause 36:

"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 subclause (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 subclause (1) for which the leave was required."

19. Insert the following new clause 37:

"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."

20. Insert the following new clause 38:

"CLAUSE 38: TEMPORARY EMPLOYMENT SERVICE

- (1) For the purposes 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 1 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."

21. Insert the following new clause 39:

"CLAUSE 39: FIXED TERMS 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 subclause (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."

DIVISION B

1. CLAUSE 1: SCOPE OF APPLICATION

Substitute the following for clause 1:

- "(1) Subject to the provisions of subclause (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 subclause (1), the provisions of the Agreement as set out in the Schedule to this 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 R84 968 per annum in Area A and R72 176 per annum in any other Area.

SCHEDULE

ADMINISTRATIVE AGREEMENT

- Clause 5—Deduction 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—Pierce work and commission work
- Clause 8—Travelling allowances
- Clause 11—Sick leave
- Clause 15—Desertion
- Clause 16—Damage to vehicles or property
- 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 provisions of subclause (2)(a) of this clause or any other provisions to the contrary, employees earnings in excess of R84 968 per annum in Area A or R72 176 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 subclause (2) of this clause, the provisions of clause 11 of the Administrative Agreement shall apply to employees who are members of the Motor Industry Staff Association or the National Union of Metalworkers of South Africa, regardless of their earnings.
- (4) (a) Notwithstanding the provisions of subclause (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 apply to office, stores, sales and clerical employees, excluding motor vehicle sales persons or supply sales persons, receiving up to R7 080,67 per month (R1 634,00 per week) excluding commission on sales in Areas A and R6 014,67 per month (R1 388,00 per week) excluding commission on sales in any other Area.

- (5) If any provision in Division A is in conflict with any provision of this Division, the provision in the latter Division shall prevail.”.

2. CLAUSE 2: DEFINITIONS

- (1) Substitute the following for the definition of “clerical employee”:

“**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;”

- (2) Insert the following definition between the definitions of “**part-time employee**” and “**shop assistant/salesperson**”:

“**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 who is responsible for the flow of work in a department and/or branch;”

3. CLAUSE 3: WAGES

Insert the following Note at the end of subclause (1) of clause 3:

“[**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 set out in Division D of this Agreement.]”

4. CLAUSE 4: ORDINARY HOURS OF WORK

Substitute the following for subclause (2) (a):

- “(2) (a) To work for a continuous period of more than five hours without an uninterrupted interval of at least one hour:

Provided that, for the purposes of this paragraph, a period of work interrupted by a period of less than one hour shall be deemed to be continuous:

Provided further than 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;”.

5. CLAUSE 7: STANDBY AND CALL-OUT ALLOWANCES

- (1) In subclause (1) (b), substitute the expression “R50,00” for the expression “R45,00”.
(2) In subclause (2) (a), substitute the expression “R55,00” for the expression “R50,00”.

6. CLAUSE 8: ANNUAL LEAVE

- (1) Substitute the following for subclause (7) (b):

“(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.”.

- (2) Substitute the following for subclause (9):

“(9) Except as provided for 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, the 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 of the Regional Council concerned.”.

(3) Substitute the following for subclause (13) (e):

- "(e) Where an employee is discharged or leaves the services of his employer before qualifying for a leave bonus, such an 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 subclause "span" means the number of shifts normally worked by the employee in a week."

7. CLAUSE 12: RETRENCHMENT PAY

Substitute the following for clause 12:

- "(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: 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 partly 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 is reasonable taking into account: location, status, its nature, remuneration and the 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 1

1. CLAUSE 2: DEFINITIONS

Add the following at the end of the definition of "forecourt attendant":

"general cleaning duties on the forecourt such as washing, cleaning and scrubbing driveways, toilets, pump islands, petrol pumps and other equipment;"

2. CLAUSE 3: WAGES

(1) In subclause (1), substitute the following wages for the wages prescribed in the Wage Schedule to this subclause for "Grade 1: Forecourt attendant":

"A Areas: R193, 95 per week and R4,31 per hour.

Other areas: R144,90 per week and R3,22 per hour."

(2) Insert the following Note at the end of subclause (1) of this clause:

"[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 set out in Division D of this Agreement.]"

3. CLAUSE 4: RATIO

Insert the following Note at the beginning of clause 4:

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

DIVISION C

CHAPTER IV

1. CLAUSE 3: EMPLOYEES

Insert the following Note between subclauses (1) and (2) of clause 3:

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

2. CLAUSE 4: WAGES

Insert the following Note at the end of clause 4:

"[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 set out in Division D of this Agreement.]".

DIVISION C**CHAPTER V****1. CLAUSE 1: SCOPE OF APPLICATION AND REGISTRATION**

Insert the following Note at the end of subclause (2) of clause 1:

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

2. CLAUSE 4: WAGES

Insert the following Note at the end of clause 4:

"[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 set out in Division D of this Agreement.]".

Insert the following new Division D:

"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 Sectors 1 and 6: 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 manufacturing and warranty repairs; vehicle components and accessories, and fibreglass component manufacturing, repairs and sales;

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

"Sector 3" means reconditioning establishments, i.e. automotive engineering; fuel injection/diesel pumps; gearbox/transmission; turbochargers; and springsmiths;

"Sector 4" means service and repair establishments, i.e. motor cycle sales and repairs; battery sales and repairs; tyre sales, repairs and wheel alignment, tyre retreading; exhaust, towbar and shockabsorber fitting; radio, alarms and immobilizer fitting; sun roof fitting; airconditioning fitting; body repairs; upholstering and motor trimming; auto electrical repairs; propshafts and CV joints repairs; motor plastic component repairs, carburettor sales and repairs; drive-train fitting and repairs; steering fitting and repairs; and motor vehicle, bus, truck and tractor repairs;

"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 repairs; franchised motor vehicle, bus, truck, tractors and parts sales and repairs; caravan sales and repairs; and agricultural equipment sales and repairs;

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

CLAUSE 3: GUARANTEED WAGE INCREASES

(1) 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, Chapters I, IV and V, the guaranteed wage increases set out below.

(2) An employer may pay at a pro-rata rate the guaranteed wage increases for employees with less than 12 months' service, with the proviso that such rate will be implemented only with effect from the seventh month.

(3) An employer who has already granted a wage increase within the previous 12 months may offset those increases against the increases set out below.

(4) 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 providing the employer has implemented the guaranteed wage increases. Any such industrial action will be deemed unprotected.

1. SECTORS 2, 3, 4, 5 AND 7 (DIVISION B: CLAUSE 3 — WAGES)

Class of employee	Guaranteed Increases			
	A Areas		Other areas	
	Per week	Per month	Per week	Per month
		R	R	R
(a) Offices, stores, sales and clerical employee—				
during first year of experience	17,38	75,00	14,77	64,00
during second year of experience	19,62	85,00	16,62	72,00
during the third year of experience	21,93	95,00	18,69	81,00
thereafter	25,39	110,00	21,23	92,00
(b) Motor vehicle sales person—				
during first year of experience	19,00	80,00	15,69	68,00
thereafter	25,39	110,00	21,23	92,00
(c) Bookkeeper	36,92	160,00	31,39	136,00
(d) Accountant	57,69	250,00	48,92	212,00
(e) Parts salesperson—				
during the first year of experience	23,07	100,00	19,61	85,00
thereafter	27,70	120,00	23,31	101,00

Class of employee	All areas	
	Per week	Per month
(f) Traveller—		
during the first year of experience	23,07	100,00
thereafter	27,70	120,00
(g) Supply sales person—		
during the first year of experience	20,77	90,00
during the second year of experience	23,07	100,00
during the third year of experience	27,69	120,00
thereafter	32,31	140,00

2. SECTORS 4, 5 AND 7 (DIVISION C: CHAPTER 1 — CLAUSE 3: WAGES)

Class of employee	Guaranteed Increases			
	A Areas		Other areas	
	Per week	Per hour	Per week	Per hour
		R	R	R
Grade 1:				
Forecourt attendant	7,65	0,17	5,40	0,12
Char	20,25	0,45	17,01	0,38
Grade 2	20,25	0,45	17,01	0,38

Class of employee	Guaranteed Increases			
	A Areas		Other areas	
	Per week	Per hour	Per week	Per hour
		R	R	R
Grade 3	20,25	0,45	17,01	0,38
Grade 4	21,60	0,48	19,35	0,43
Grade 5	22,95	0,51	20,70	0,46
Grade 6	27,00	0,60	24,30	0,54

Class of employee	Guaranteed increases	
	All areas	
	Per week	Per hour
	R	R
Grade 7.....	33,75	0,75
Grade 8.....	38,70	0,86
Watchman.....	15,00	(No hourly rate)

3. SECTOR 3 (DIVISION C: CHAPTER IV—CLAUSE 4: WAGES)

Class of employee	Guaranteed increases			
	A Areas		Other areas	
	Per week	Per hour	Per week	Per hour
	R	R	R	R
Grade 1.....	20,25	0,45	17,01	0,38
Grade 2.....	20,25	0,45	17,01	0,38

Class of employee	Guaranteed increases			
	A Areas		Other areas	
	Per week	Per hour	Per week	Per hour
	R	R	R	R
Grade 3.....	20,25	0,45	17,01	0,38
Grade 4.....	21,60	0,48	19,35	0,43
Grade 5.....	22,95	0,51	20,70	0,46
Grade 6.....	27,00	0,60	24,30	0,54

Class of employee	Guaranteed increases	
	All areas	
	Per week	Per hour
	R	R
Grade 7.....	33,75	0,75
Grade 8.....	38,70	0,86
Watchman.....	15,00	(No hourly rate)

Operative engine assembler:

For the first 18 months of experience: R22,95 per week (R0,51 per hour).
 Thereafter: R33,75 per week (R0,75 per hour).

Operative, Grade A:

For the first 12 months of experience: R22,95 per week (R0,51 per hour).
 Thereafter: R27,00 per week (R0,60 per hour).

Operative, Grade B:

For the first 6 months of experience: R20,25 per week (R0,45 per hour).
Thereafter: R22,05 per week (R0,49 per hour).

4. SECTOR 2 (DIVISION C: CHAPTER IV—CLAUSE 4: WAGES)

Class of employee	Wages per week (All areas)
Grade 1	R20,25 (R0,45 per hour)
Grade 2	R20,25 (R0,45 per hour)
Grade 3	R20,25 (R0,45 per hour)
Grade 4	R21,60 (R0,48 per hour)
Grade 5	R22,95 (R0,51 per hour)
Grade 6	R27,00 (R0,60 per hour)
Grade 7	R33,75 (R0,75 per hour)
Grade 8	R38,70 (R0,86 per hour)

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 increase shall obtain the wage exemption application from available on request from their local Regional Council.

(2) Applications for exemption from paying the agreed prescribed minimum wage increases will not be accepted or considered in terms of these exemption procedures.

(3) The application shall be lodged with the Regional Council and shall include the following supporting documents:

- Formal financial information.
- A written substantiation.
- Detail and proof of the consultation process between the employer, the employees and the relevant MIBCO Trade Unions.

(4) Applications shall be lodged with the Regional Council and scrutinised within 21 days from the date on which the Council provided 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 shall make a decision on the application within 14 days of the conclusion of the first period, i.e., 21 days as referred to in subclause 4 hereof.

(6) Applicant employers shall 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: PARTS SALESPERSON

(1) 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 20th day of the month to which it relates, and shall be paid not later than the 25th day of the following month, subject to the following conditions:

- A parts 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.
- 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 installments over a period of three months reckoned from the date of payment of the adjusted commission.
- 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 25th day of the month following the month to which it relates.
- 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.

CLAUSE 6: RATIO PROVISIONS

- (1) The following ratio provisions shall apply to Sectors 3, 4, 5 and 7 (Chapters I and IV):
- (a) Exemption to the existing ratio provisions of prescribed in clause 4 of Chapter I and clause 4 of 3 of Chapter IV of Division C shall be granted to permit the employment of 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 Grade 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 shall apply.
 - (d) Applications for exemption shall be limited to establishments employing a maximum of three journeyman.
 - (e) The provisions of this clause shall not be deemed to require/allow an employer to dismiss any employee in his employ at the date of coming into operation of this Agreement.
- (2) The following ratio provisions shall apply to Sector 2 (Chapter V):
- (a) In establishments employing 20 or less employees actively engaged in 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 workshop activities, one journeyman is required for every 15 employees actively engaged in 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 the date of coming into operation of this Agreement.

ANNEXURE C

Substitute the following for Annexure C as stipulated in clause 25 (13) of Division A of this Agreement.

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, $\frac{1}{2}$ " drive, 6 mm to 25 mm
- 1 set tappet spanners
- 1 set chisels (small)
- 1 softtip hammer, 450 g
- 1 Ballpeen hammer, 125 g
- 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 freeler gauges

- 1 pair side cuttings 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 1/4" drive sockets, 4 mm to 12 mm
- 1 pair needle-nose pliers, 200 mm
- 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 gauge
- 1 test light
- 1-3 piece pipe spanners (flange)
- 1 half round file, 150 mm
- 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 peen-head 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, $\frac{1}{4}$ " 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 tap 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 to 22 mm
- 1 power bar
- 1 set combination spanners 10 to 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 scribe
- 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

Signed at Randburg, on behalf of the parties, this 20th day of March 2001.

R. BASTICK

President of the Council

H. MORAPEDI

Member of the Council

B. G. DU PREEZ

General Secretary of the Council

No. R. 555

22 Junie 2001

WET OP ARBEIDSVERHOUDINGE, 1995

MOTORNYWERHEID – MIBCO: UITBREIDING VAN HOOF KOLLEKTIEWE WYSIGINGSOOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens Artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Motornywerheidsbedingingsraad – MIBCO aangegaan is en kragtens Artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie nywerheid met ingang van 2 Julie 2001, en vir die tydperk wat op 31 Augustus 2001 eindig.

M.M.S. MDLADLANA

Minister van Arbeid

MOTORNYWERHEID-BEDINGINGSRAAD – MIBCO

KOLLEKTIEWE OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1995, gesluit deur en aangegaan tussen die

Retail Motor Industry Organisation – RMI

(hierna die “werkgewers” of die “werkgewersorganisasie” genoem), aan die een kant, en die

National Union of Metalworkers of South Africa,

Motor Industry Employees’ Union of South Africa

en die

Motor Industry Staff Association

(hierna die “werknemers” of die “vakbonde” genoem), aan die ander kant,

wat die partye is by die Motornywerheids-Bedingingsraad – MIBCO,

tot wysiging van die Kollektiewe Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 962 van 14 Augustus 1998, soos gewysig, verleng en herbekragtig by Goewermenskennisgewings No. R. 1093 van 28 Augustus 1998, R. 1468 en R. 1469 van 20 November 1998, R. 987 van 20 Augustus 1999, R. 506 van 25 Mei 2000, R. 629 van 23 Junie 2000 en R. 1334 van 8 Desember 2000.

AANHEF

1. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag ingevolge Artikel 32 van die Wet vass-tel en bly van krag vir die tydperk wat op 31 Augustus 2001 eindig.

2. MINIMUM BEPALINGS EN VOORWAARDES

Tensy anders vermeld in hierdie Ooreenkoms, is bepalinge en voorwaardes in hierdie Ooreenkoms die minimum voorgeskrewe voorwaardes van toepassing op werkgewers en werknemers in die Nywerheid, en daar word aanvaar dat ander bepalinge en voorwaardes beding word op bedryfsinrigtingvlak ooreenkomstig die beginsels van voluntarisme en van gesamentlike bedinging: Met dien verstande dat sodanige bedinge en voorwaardes nie minder gunstig mag wees nie as die bedinge en voorwaardes voorgeskryf in hierdie Ooreenkoms.

AFDELING A

1. KLOUSULE 1: TOEPASSINGSBESTEK

- (1) Hierdie Ooreenkoms moet in die Motornywerheid nagekom word—
 - (a) oral in die Republiek van Suid-Afrika soos dit bestaan het onmiddellik voor die datum van inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993), uitgesonderd daardie gedeelte van die landdrosdistrik Somerset-Wes wat geokkupeer word deur Cape Explosives Works (Ltd.);
 - (b) deur die werkgewers en die werknemers in die Motornywerheid wat lede is van onderskeidelik die werkgewersorganisasies en die vakbonde.
- (2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op—
 - (a) vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of voorwaardes wat daarkragtens gestel is nie en leerlinge in ooreenstemming met Hoofstuk IV van die Wet op Vaardigheidsontwikkeling, Wet No. 97 van 1998; en
 - (b) kwekelinge wat opleiding ingevolge die Wet op Mannekragopleiding, 1981, ondergaan, slegs vir sover dit nie onbestaanbaar is met daardie Wet of voorwaardes wat daarkragtens gestel is nie.
- (3) (a) Hierdie Ooreenkoms betreffende gewone werkure, oortydwerk en Sondagwerk wat in die Bylae van hierdie subklousule uiteengesit word, is nie van toepassing op bestuurders en voormanne wat minstens die volgende ontvang nie:
 - (i) R1 634,00 per week indien hulle in diens is in enigen van Gebiede A;
 - (ii) R1 388,00 per week indien hulle in diens is in enige ander gebied.

BYLAE

Afdeling A:	Klousule 18: Werkure
	Klousule 19: Oortydwerk
	Klousule 21: Sondagwerk.

(b) Daar sal nie van werknemers wat meer as R1 634,00 per week verdien indien hulle in enigen van Gebiede A, werksaam is, of R1 388,00 per week verdien indien hulle in enige Ander Gebiede werksaam is, verwag word om oortyd te werk nie tensy dit op 'n vrywillige basis is, vry van enige vorm van dwang, intimidasie of viktimisering.

(4) Klousule 1 van die Aanhef, Klousule 1(1)(b) van Afdeling A, Klousule 1(3) van Afdeling B, die voorwaarde by Klousule 1 van Afdeling D en Klousule 3(4) van Afdeling D van hierdie Ooreenkoms is nie van toepassing op werkgewers en werknemers wat nie lede van onderskeidelik die werkgewersorganisasie en die vakbonde is nie.

2. KLOUSULE 2: WOORDOMSKRYWING

- (1) Vervang die omskrywing van vakleerling deur die volgende:

“**vakleerling**” ’n werknemer wat diens doen ingevolge ’n skriftelike leerlingkontrak wat geregistreer is of geag word geregistreer te wees ooreenkomstig die Wet op Mannekragopleiding, 1981, en ook ’n minderjarige wat ooreenkomstig daardie Wet op proef aangestel is, sowel as ’n leerling ingevolge Hoofstuk IV van die Wet op Vaardigheidsontwikkeling, 1998 (Wet No. 97 van 1998);”.

- (2) vervang die omskrywing van los werknemer deur die volgende:

“**los werknemer**” ’n werknemer wat tydelik of in ’n los hoedanigheid by dieselfde werkgewer in diens is—

- (a) vir hoofstens 23 uur, aaneenlopend of andersins, in ’n bepaalde maand op enigen van die pligte soos in hierdie Ooreenkoms omskryf;
- (b) vir hoofstens 100 dae in totaal in enige jaar indien so ’n werknemer ’n student is;”.

- (3) Vervang die omskrywing van “Onafhanklike Vrystellingsraad” deur die volgende:

“**Vrystellingsraad**” die Raad wat ingevolge artikel 32 van die Wet ingestel is om appéle van nie-partye teen die weiering van ’n nie-party se aansoek om vrystelling van enige van die bepalinge van hierdie Ooreenkoms en die terugtrekking van sodanige vrystelling deur die Raad, te oorweeg.”.

(4) Vervang die omskrywing van "Motornywerheid" deur die volgende:

"**Motornywerheid**" of "**Nywerheid**", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk en behoudens die bepalinge van enige affakingsvaststelling gemaak die Nywerheid wat die volgende insluit:—

- (a) Monteer-, oprigtings-, toets-, hervervaardigings-, herstel-, regstel-, opknappings-, bedradings-, herbedradings-, stoffeer-, spuitverf-, verf- en/of vernuwingswerk uitgevoer in verband met—
 - (i) die onderstelle en/of bakke van motorvoertuie;
 - (ii) binnebrandmotore en/of transmissiekomponente van motorvoertuie;
 - (iii) die elektriese uitrusting in verband met motorvoertuie, met inbegrip van radio's;
- (b) motoringenieurswerk;
- (c) die herstel, vulkaniseer en/of versool van buitebande;
- (d) die herstel, versiening en/of vernuwing van batterye van motorvoertuie;
- (e) die onderneming in verband met die parkering en/of bewaring van motorvoertuie;
- (f) die onderneming wat bedryf word deur vul- en/of diensstasies;
- (g) die onderneming wat hoofsaaklik of uitsluitlik bedryf word in verband met die verkoop van motorvoertuie of motorvoertuigonderdele en/of -reserwedele en/of -bybehore (hetsy nuut of gebruik) in verband daarmee, afgesien daarvan of sodanige verkoop geskied vanuit 'n perseel wat aangebou is aan 'n gedeelte van 'n bedryfsinrigting waarin die montering van en/of herstelwerk aan motorvoertuie uitgevoer word of nie;
- (h) die onderneming in verband met motorsloopwerke;
 - (i) die onderneming van vervaardigingsbedryfsinrigtings waarin motorvoertuigonderdele en/of -reserwedele en/of bybehore en/of komponente daarvan vervaardig word;
 - (j) voertuigbakbouwerk;
- (k) die verkoop van trekkers, landbou- en besproeiingsuitrusting (nie in verband met die vervaardiging daarvan nie) in die Republiek van Suid-Afrika, maar uitgesonderd die landroosdistrik Kimberley, ten opsigte van die verkoop van—
 - (i) landbou- en besproeiingsuitrusting; en
 - (ii) trekkers, behalwe wanneer onderneem deur bedryfsinrigtings wat in aansienlike mate betrokke is by die verkoop en/of herstel van ander motorvoertuie.

Vir die toepassing van hierdie omskrywing beteken—

'motoringenieurswerk' die vernuwing van binnebrandmotore of onderdele daarvan vir gebruik in motorvoertuie in bedryfsinrigtings wat hoofsaaklik of uitsluitlik hierdie soort werk verrig, afgesien daarvan of sodanige bedryfsinrigting betrokke is by die demontering en herstel van motorvoertuie of nie; en

'motorvoertuig' 'n wielvoertuig wat met maganiese krag (uitgesonderd stoom) of elektrisiteit aangedryf word en wat bedoel is vir karrewerk en/of vir die vervoer van persone en/of goedere en/of vragte, en ook sleepwaens en woonwaens, maar nie ook uitrusting wat ontwerp is om op vaste spore te loop, sleepwaens wat bedoel is vir die vervoer van vragte van 27 273 kg of meer, of vliegtuie nie; en

'voertuigbakbouwerk' enigeen van of al ondergenoemde werksaamhede wat uitgevoer word in 'n voertuigbakboubedryfsinrigting, maar nie ook voertuigbakbouwerk wat in verband met die montering van motorvoertuie deur monteringsinrigtings verrig word nie:

- (i) Die bou, herstel of opknapping van kajuite en/of bakke en/of die bobou vir alle soorte voertuie;
- (ii) die vervaardiging of herstel van onderdele vir kajuite en/of bakke en/of alle bobouwerk en montering, regstelling en installering van onderdele in kajuite, bakke of op die bobou van voertuie;
- (iii) die aanbring van kajuite en/of bakke en/of alle bobouwerk aan die onderstel van alle soorte voertuie;
- (iv) die bestryking en/of versiening van kajuite en/of bakke en/of alle bobou met 'n preserveermiddel of versiermiddel;
- (v) die uitrus, meubilering en afwerking van die binnekant van kajuite en/of bakke en/of die bobou;
- (vi) die bou van sleepwaens, uitgesonderd die vervaardiging van wiele en asse daarvoor;
- (vii) alle werksaamhede wat in verband staan met of voortvloei uit die werksaamhede in paragrawe (i) tot (vi) bedoel.

Vir die toepassing van hierdie omskrywing omvat 'voertuig' nie 'n vliegtuig nie, en omvat 'Motornywerheid', soos hierbo omskryf, nie die volgende nie:

- (a) Die vervaardiging van motorvoertuigonderdele en/of -bybehore en/of reserwedele en/of -komponente in bedryfsinrigtings wat gewoonlik metaal- en/of plastiekgoedere van 'n ander aard op 'n aansienlike skaal vervaardig en daarvoor aangelê is, of die verkoop van motorreserwedele en -bybehore vanuit sodanige bedryfsinrigting deur monteerinrigtings;

- (b) die montering, oprigting, toets, herstel, regstel, opknapping, bedrading, bespuiting, verf en/of vernuwing van landboutrekkers, behalwe waar dit uitgevoer word in bedryfsinrigtings wat gewoonlik 'n soortgelyke diens ten opsigte van motorkarre of vragmotors of motortrokke lewer;
- (c) die vervaardiging en/of onderhoud en/of herstel van—
 - (i) uitrusting vir siviele en werktuigkundige ingenieurswerk en/of onderdele daarvan, afgesien daarvan of dit op wyle gemonteer is of nie;
 - (ii) landbou-uitrusting of onderdele daarvan; of
 - (iii) uitrusting bedoel vir gebruik in fabriek en/of werkwinkels:

Met dien verstande dat, vir die toepassing van (i), (ii) en (iii), 'uitrusting' nie geag word motorkarre, vragmotors en/of motortrokke te beteken nie;

- (iv) motorvoertuig- of ander voertuigbakke en/of bobouwerk en/of onderdele of komponente daarvan gemaak van staalplate wat 3,175 mm dik of dikker is, wanneer uitgevoer in bedryfsinrigtings wat aangelê is vir en gewoonlik betrokke is by die vervaardiging en/of onderhoud en/of herstel van uitrusting vir siviele en/of werktuigkundige ingenieurswerk op aansienlike skaal;
- (d) monteerbedryfsinrigtings, wat beteken bedryfsinrigtings waarin motorvoertuie uit nuwe komponente op 'n monteerband gemonteer word, en ook die vervaardiging en/of maak van motorvoertuigonderdele of -komponente wanneer uitgevoer in sodanige bedryfsinrigtings, maar omvat dit nie ook voertuigbouwerk nie, behalwe vir sover dit uitgevoer word in verband met die montering van motorvoertuie, uitgesonderd woonwaens en sleepwaens.”

(5) Voeg die volgende omskrywing in tussen die omskrywings van “herhalingswerk” en “skofwerk”:

“**senior bestuurswerknemer**” ’n werknemer wat die gesag het om werknemers te huur en te dissiplineer en/of te ontslaan en/of die werkgewer intern en ekstern te verteenwoordig en/of die werksaamhede van ander werknemers te bestuur en/of verantwoordelik is vir die vloei van werk in ’n afdeling en/of tak.”

(6) Vervang die omskrywing van “**werkwinkeladministrasiepersoneel**” deur die volgende:

“**werkwinkeladministrasiepersoneel**” klerke en/of onderdeelverkoopswerknemers wat hoofsaaklik enigeen van die werksaamhede in paragrawe (a), (b) en (c) en (l) van die omskrywing van “Motornywerheid” vermeld, verrig.”

(7) Vervang die omskrywing van “**werkwinkelwerknemer**” deur die volgende:

“**werkwinkelwerknemer**” ’n werknemer, uitgesonderd ’n skoonmaker, algemene werker of voorbaanassistent, vir wie lone voorgeskryf word in—

- (a) klousule 3 van Hoofstuk I van Afdeling C;
- (b) klousule 4 van Hoofstuk II, III, IV en V van Afdeling C.”

3. KLOUSULE 7: DIFFERENSIËLE LONE EN INDIENSNEMING VIR VAKMANSWERK

Voeg die volgende nuwe subklousule (3) in:

- “(3) “Enige persoon wat ’n arbitrasietoekenning maak met betrekking tot die vertolking of toepassing van klousule 7 (1) kan ’n toekenning aan die Raad maak van ’n bedrag wat nie die verskil tussen die bedrag wat die werkgewer aan die werknemer betaal het en die bedrag wat die werkgewer moes betaal het indien die oortreding of nalating nie plaasgevind het, oorskry nie: Met dien verstande dat indien die arbiter op grond van al die bewyse nie in staat is om te besluit wat die verskil presies is nie, moet hy of sy na die beste van sy of haar vermoë skat wat die verskil is. Die Raad moet by ontvangs van die bedrag dit deponeer in ’n spesiale rekening wat vir daardie doel deur die Raad gestig is.”

4. KLOUSULE 9: SPESIALE BEPALINGS BETREFFENDE WAGTE

Voeg die volgende opmerking by aan die einde van subklousule (3):

“**OPMERKING: Gewaarborgde Loonverhogings:**

’n Werkgewer moet sy werknemers wat meer as die voorgeskrewe minimum lone ontvang ten tyde van publikasie van hierdie Ooreenoms, die gewaarborgde loonverhogings soos uiteengesit in Afdeling D van hierdie Ooreenoms betaal.”

5. KLOUSULE 11: SIEKTEVERLOF

Vervang subklousule (7) (a) deur die volgende:

- “(7) (a) Iemand wie se werkgewer vereis dat hy ’n doktersertifikaat of ’n ander bewys van siekte voorlê, as hy afwesig was van sy werk vir meer as een dag of by meer as twee geleenthede gedurende ’n tydperk van agt weke, moet sodanige doktersertifikaat of ander bevredigende bewys binne hoogstens twee dae nadat hy terug is by die werk voorlê, anders verbeur hy sy reg op siektebesoldiging.”

6. KLOUSULE 13: AFLEGGINGSBESOLDIGING

(1) Vervang hierdie klousule deur die volgende:

- "(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet 'n werkgewer wanneer 'n werknemer se diens beëindig word as gevolg van aflegging, aan so 'n werknemer, benewens enige ander betaling wat hom mag toekom in plaas van kennis van diensbeëindiging, 'n bedrag betaal wat gelyk is aan twee weke se loon vir elke voltooide jare van diens vir die eerste vier jaar, en een week se loon vir elke voltooide jaar van diens vir die daaropvolgende agt jaar diens by dieselfde werkgewer: Met dien verstande dat twee weke afleggingsbesoldiging pro rata bereken alleenlik na vier maande diens in die eerste jaar van toepassing sal wees.
- (2) 'n Werknemer se loon mag verlaag word as 'n alternatief tot aflegging waar sowel die werkgewer as werknemer asook die vakbond wat die werknemer verteenwoordig, daartoe skriftelik toegestem het. In die geval van 'n nie-party-ondememing en 'n nie-vakbond-werknemer in 'n party-ondememing moet die werkgewer by die betrokke Streekraad om sodanige toestemming aansoek doen.
- (3) Enige werknemer wat onredelik weier om die aanbod van alternatiewe werk aanbod te aanvaar, met óf dieselfde werkgewer, óf 'n ander werkgewer, verbeur sy reg op afleggingsbesoldiging mits die werkgewer wat die aflegging begin het, 'n skriftelike aanbod van alternatiewe werk namens homself of 'n ander werkgewer maak, en die aanbod is redelik met inagneming van die ligging, status, die aard van werk, besoldiging en die werknemer se bekwaamheid en mits die reg op afleggingsbesoldiging nie geaffekteer sal word nie waar die afgedankte werknemer ander werk verkry het deur sy eie pogings sonder die hulp van die afleggingswerkgewer."

7. KLOUSULE 16: SKADE AAN VOERTUIG OF EIENDOM

Vervang subklousule (2) deur die volgende:

- "(2) **Skade aan eiendom:** Behoudens klousule 5 van die Administratiewe Ooreenkoms mag geen werkgewer, in die geval van skade aan maatskappy-eiendom of die eiendom van 'n klant, enige bybetaling wat ingesluit is by 'n verskeringspolis of skadevergoeding van enige werknemer verhaal nie en 'n werkgewer is ook nie daarop geregtig om skadevergoeding te verhaal van 'n werknemer indien daar nie verskeringsdekking is nie: Met dien verstande dat sodanige bybetalings vir skade verhaal mag word indien 'n formele dissiplinêre verhoor gehou is en die werknemer skuldig bevind is van opsetlike beskadiging en/of totale nalatigheid aan die maatskappy-eiendom of die eiendom van 'n klant: Met dien verstande voorts dat in die geval waar die werknemer skuldig bevind word van opsetlike beskadiging en/of totale nalatigheid van eiendom en die bybetaling vir die skade verhaal is, die werknemer nie verder onderwerp sal word aan enige dissiplinêre stappe nie."

8. KLOUSULE 18: WERKURE

Vervang subklousule (2) (a) (ii) deur die volgende:

- "(2) (a) (ii) Wanneer 'n ooreenkoms tussen die werkgewer en sy weknemers bereik is om die pouse te verkort tot 30 minute, moet sodanige ooreenkoms skriftelik aangeteken word en op lêer gehou word vir inspeksie-doeleindes."

9. KLOUSULE 23: GEREEDHEIDS- EN ROEPTOELAES

- (1) In subklousule (1) (b), vervang die uitdrukking "R50,00" deur die uitdrukking "R45,00".
- (2) In subklousule (2) (a), vervang die uitdrukking "R55,00" deur die uitdrukking "R50,00".

10. KLOUSULE 25: VERSKAFFING VAN GEREEDSKAP

- (1) In subklousule (5), vervang die uitdrukking "R10,00" deur die uitdrukking "R12,00".
- (2) Vervang subklousule (6) deur die volgende:

- "(6) Elke werkgewer moet die nodige gereedskap soos voorgeskryf in die gereedskapslys verseker vir die vervangingswaarde daarvan. Die maksimum bedrag van die versekering moet bepaal word nadat die werknemer 'n behoorlike inventaris van die gereedskap in sy besit aan die werkgewer voorgelê het. Die maksimum bedrag van die werklike versekering moet van tyd tot tyd hersien word namate die inventaris van die gereedskap gewysig word."

(2) Vervang subklousule (7) deur die volgende:

- "(7) Verlies as gevolg van brand of diefstal van die aard in subklousule (6) bedoel wat meer is as die vervangingswaarde, moet deur die betrokke werknemer gedra word."

11. KLOUSULE 26: JAARLIKSE VERLOF EN BESOLDIGING VIR OPGELOPE VERLOF

(1) Vervang subklousule (6) (b) deur die volgende:

- "(b) Siekteverlof mag nie saamval met enige tydperk waar die werknemer op jaarlikse verlof is nie, d.w.s. siekteverlof mag nie geneem word tydens jaarlikse verlof nie."

(2) Vervang subklousule (8) deur die volgende:

- “(8) Behoudens andersluidende bepalings in hierdie Ooreenkoms mag geen bedrae wat aan 'n werkgewer verskuldig is, van verlofbesoldiging afgetrek word nie: Met dien verstande dat die volgende voorwaardes van toepassing is op personeel enings:
- (a) Lenings aan personeel sal beperk wees tot bedrae voorgeskiet as bona fide-lenings waarvoor onderling ooreengekom is.
 - (b) Die werknemer moet skriftelik toestem tot die lening (erkenning van die lening waarin die bedrag van die lening bepaal word en 'n uiteensetting gegee word van die rente indien enige, die paalemente en die termyn van die lening).
 - (c) 'n Afskrif van die erkenning van die lening moet gehou word vir MIBCO-inspeksiedoeleindes en 'n afskrif daarvan moet aan die betrokke werknemer oorhandig word.
 - (d) Die maksimum bedrag wat elke maand afgetrek word moet ooreenkomstig die beperkings wees soos uiteengesit in klousule 5 van die Administratiewe Ooreenkoms.
 - (e) Voorgenoemde beperkings mag oorskry word met die skriftelike toestemming van die betrokke Streekkantoor in die geval van beëindiging van werk om watter rede ook al.”

12. KLOUSULE 28: ONAFHANKLIKE VRYSTELLINGSRAAD

Vervang klousule 28 deur die volgende:

“KLOUSULE 28: VRYSTELLINGSRAAD

Behoudens die bepalings van klousule 23 van die Administratiewe Ooreenkoms, is dieselfde voorwaardes en kriteria van toepassing vir appèlle wat ingevolge die bepalings van hierdie Ooreenkoms deur nie-partye ingedien word.”

13. KLOUSULE 29: BESLEGTING VAN GESKILLE

(1) Vervang klousule 29 deur die volgende:

- “(1) Vir die doeleindes van hierdie Ooreenkoms, beteken “geskil” 'n geskil oor die toepassing, vertolking of afdwing van hierdie Ooreenkoms, of enige ander kollektiewe ooreenkomste beding deur die partye by die Raad.
- (2) Enige sodanige geskil moet na die Raad verwys word op die vorm gespesifiseer deur die Raad. Hierdie bepaling is nie van toepassing wanneer die Raad gebruik maak van die prosedure soos uiteengesit in subparagraaf (4) nie.
- (3) Indien die Raad nie daarin slaag om die geskil te besleg deur versoening nie en die geskil bly onbesleg, moet die geskil na die MIBCO-Geskilbeslegtingsentrum verwys word vir arbitrasie. Die arbiter beskik oor die bevoegdheid om die prosedure wat hy tydens die arbitrasieverhoor wil volg, te bepaal kragtens artikel 138 van die Wet en is daarop geregtig om ten opsigte van die arbitrasiekostes van die partye 'n toekenning uit te reik ooreenkomstig artikel 138 (10) van die Wet.
- (4) Die bepalings van hierdie subklousule is geldig benewens enige ander regs middel deur middel waarvan die Raad 'n kollektiewe ooreenkoms kan afdwing.
- (5) Die arbiter se beslissing is finaal en bindend onderhewig aan die partye se reg op hersiening deur die Arbeidshof.
- (6) Enige ander geskil het dieselfde betekenis soos omskryf in die Wet en ooreenkomstig artikel 51 van genoemde Wet en moet hanteer word.”

14. Voeg die volgende nuwe klousule 32 in:

“KLOUSULE 32: VERBOD OP INDIENSNEMING

- (1) Ondanks andersluidende bepalings in hierdie Ooreenkoms, mag geen werkgewer iemand onder die ouderdom van 21 jaar, uitgesonderd 'n vakman, 'n vakleerling ingevolge die Wet op Mannekragopleiding, 1981, of 'n kwekling wat ingevolge die Wet op Mannekragopleiding, 1981, in diens is, in diens neem vir 'n werksaamheid wat deel uitmaak van 'n ambag wat ingevolge die Wet op Mannekragopleiding, 1981, vir die Motomywerheid aangewys is nie.
- (2) Geen werkgewer mag iemand onder die ouderdom van 15 jaar wetens in diens neem nie.”

15. Voeg die volgende nuwe klousule 33 in:

“KLOUSULE 33: BETALING VAN VERDIENSTE

- (1) Alle verskuldigde verdienste moet na gelang van die geval óf uurliks, daagliks, weekliks, twee-weekliks óf maandeliks kragtens die indiensnemingskontrak in kontant betaal word: Met dien verstande dat—
 - (i) waar 'n werknemer daartoe instem, betaling per tjek of elektroniese oorplasing kan geskied; en
 - (ii) as betaling per tjek geskied, dit betyds gedoen moet word sodat die tjek op die betaaldag gewissel kan word.

- (2) (a) Verdienste moet betaal word op die dag, tyd en plek voorgeskryf in die kennisgewing wat in klousule 9(d)(i) van die Administratiewe Ooreenkoms bedoel word.
- (b) Die dag in paragraaf (a) van hierdie subklousule bedoel, moet 'n dag wees waarop die betrokke werknemer gewoonlik werk:
- Met dien verstande dat die werknemer, op versoek van sodanige werknemer en met die toestemming van die werkgever, op 'n ander werkdag, dit wil sê uitgesonderd 'n Sondag, betaal kan word.
- (c) Die tyd in paragraaf (a) van hierdie subklousule bedoel, moet so vasgestel word dat alle werknemers wat in kontant betaal word, voor of op hul gewone uitskeityd betaal word.
- (3) Alle werknemers op wie die spesiale omstandighede in subklousules (4) en (6) van hierdie klousule bedoel nie van toepassing is nie, moet op die weeklikse of maandelikse betaaldag in subklousule (2) (a) van hierdie klousule bedoel al die lone en toelaes en/of kommissie betaal word, uitgesonderd verlofbesoldiging, wat vir hulle opgeloop het vir die week of maand diens wat so pas voltooi is.
- (4) Waar 'n werknemer diens aanvaar of hervat en minder as drie skofte onmiddellik voor die gewone betaaldag gewerk het, kan die werkgever die verdienste vir sodanige skof(te) oordra na die volgende betaaldag, maar nie later nie.
- (5) Die maandelikse verdienste aan maandeliks besoldigde werknemers verskuldig, moet voor of op die laaste werkdag van elke kalendermaand aan hulle betaal word: Met dien verstande dat kommissie op verkope verskuldig aan 'n motorvoertuigverkooppersoon nie vroeër nie as die 20ste dag van die maand waarop dit betrekking het, bereken word, en betaling teen nie later nie as die 7de dag van die daaropvolgende maand geskied.
- [Opmerking:** Vir die bepalings wat van toepassing is op Sektor 7 (Motorvoertuigonderdele-, bybehore-, toerusting- en gereedskap-bedryfsinrigtings) ten opsigte van hierdie subklousule verwys na klousule 5 van Afdeling D van hierdie Ooreenkoms).
- (6) By diensbeëindiging moet die werkgever aan die werknemer sy verdienste, insluitende kommissie op verkope waar van toepassing, bereken tot die tyd en datum van diensbeëindiging betaal, en wel op die datum van sodanige beëindiging.
- (7) 'n Werkgever wat die dag wil verander waarop verdienste aan sy werknemers betaal word, moet sy werknemers in kennis stel van sy voorneme om hierdie dag te verander deur 'n geskikte kennisgewing minstens 14 dae voor die verandering gaan plaasvind op 'n opvallende plek op sy perseel te vertoon.
- (8) Alle verdienste moet aan werknemers oorhandig word in verseëelde houers waarop die volgende getoon word, of wat vergesel moet gaan van 'n staat wat die volgende meld:
- (a) Die naam van die werkgever;
 - (b) die name van die werknemer voluit;
 - (c) die datum van betaling;
 - (d) die tydperk waarvoor hy besoldig word;
 - (e) die getal gewone en oortydure gewerk en die verskuldigde verdienste;
 - (f) die getal ure op 'n sondag gewerk en die verdienste daarvoor verskuldig;
 - (g) besonderhede van alle ander verdienste;
 - (h) besonderhede van alle bedrae wat afgetrek is;
 - (i) die bedrag ingesluit; en
 - (j) verlofbesoldiging wat ingevolge die Hofooreenkoms verskuldig is, tensy sodanige verlofbesoldiging ingevolge daardie Ooreenkoms aan die sekretaris van 'n Streekraad gestuur moet word.
- (9) Daar mag van geen werknemer, as deel van sy dienskontrak, vereis word om kos en/of inwoning te aanvaar van sy werkgever of by 'n plek aangewys deur die werkgever of om goedere van die werkgever te koop nie.
- (10) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrae hoegenaamd, uitgesonderd die volgende, by wyse van skuldvergelyking of andersins, afgetrek word van die verdienste waarop 'n werknemer gewoonweg geregtig is nie:
- (a) Waar 'n werknemer van die werk afwesig is om 'n ander rede as met verlof met besoldiging, 'n bedrag in verhouding tot sodanige afwesigheid, bereken op die grondslag van die loon wat sodanige werknemer vir sy gewone werkure ten tyde daarvan ontvang het: Met dien verstande dat—
 - (i) waar sodanige afwesigheid te wyte is aan arbeidsongeskiktheid of siekte wat binne die bestek van die Wet op Vergoeding vir Beroepsbeserings en Siektes, 1993, val, die aftrekking vir die eerste week van afwesigheid hoogstens 70 persent van die werknemer se loon mag bedra;
 - (ii) 'n werkgever, as opskortende voorwaarde vir die betaling van 'n bedrag ingevolge voorbehoudsbepaling (i), van die werknemer kan vereis om 'n doktersertifikaat te toon wat die aard en duur van die werknemer se ongeskiktheid meld.

- (11) Wanneer hy sy verdienste ontvang, moet elke werknemer skriftelik ontvangs daarvan erken as sy werkgewer dit vereis.
- (12) As 'n werkgewer weens 'n klerklike of boekhou- of administratiewe fout of verkeerde berekening meer besoldiging of verlofbesoldiging aan 'n werknemer betaal as wat regtens betaalbaar is, is die werkgewer daarop geregtig om, behoudens ondergemelde voorwaardes, die oorbetalings te verhaal deur dit van daaropvolgende loon of verdienstes of verlofbesoldiging af te trek:
- (a) Die bedrag kan van een of meer betalings van verdienste of verlofbesoldiging afgetrek word, maar geen enkele aftrekking mag meer as 20 persent bedra van die besoldiging waarvan dit afgetrek word nie;
 - (b) geen sodanige bedrag mag afgetrek word nie, tensy die werkgewer die werknemer ten tyde van die eerste aftrekking en die Raad binne sewe dae ná die eerste aftrekking, verwittig van die omstandighede waarin die oorbetalings gedoen is, die bedrag daarvan en die bedrag van die voorgestelde aftrekking of aftrekkings.

16. Voeg die volgende nuwe klousule 34 in:

"KLOUSULE 34: VERANDERING VAN DIENSVOORWAARDES

Geen werkgewer mag vanweë die invoering van hierdie Ooreenkoms die besoldiging van 'n werknemer wat 'n hoër loon ontvang as dié wat in hierdie Ooreenkoms voorgeskryf word, laat verminder of toelaat dat dit verminder word nie of mag sodanige werknemer ontslaan en hom weer teen 'n laer besoldiging in diens neem nie of mag van 'n werknemer vereis of hom toelaat om aan hom die hele of 'n gedeelte van 'n toelae wat ingevolge hierdie Ooreenkoms betaalbaar is, te betaal of terug te betaal nie, en mag ook niks doen of laat doen of toelaat dat iets gedoen word wat regstreeks of onregstreeks daartoe lei dat 'n werknemer die voordeel of 'n gedeelte van die voordeel van sodanige toelae ontnem word nie."

17. Voeg die volgende nuwe klousule 35 in:

"KLOUSULE 35: DIENSSERTIFIKAAT

"'n Werkgewer moet, wanneer 'n werknemer hom by die beëindiging van sy diens daarom versoek, sodanige werknemer voorsien van 'n dienssertifikaat wat die volle name van die werkgewer en die werknemer, die aard van die werk, die aanvangs- en beëindigingsdatum van die kontrak en die besoldiging ten tyde van sodanige beëindiging meld: Met dien verstande dat, waar die Hoof-ooreenkoms voorsiening daarvoor maak dat die loon van 'n werknemer volgens die duur van sy diens bepaal moet word, die plig op die werknemer rus om by diensverandering 'n dienssertifikaat aan sy nuwe werkgewer te toon ten einde geregtig te word op besoldiging wat vir die duur van diens voorgeskryf word."

18. Voeg die volgende nuwe klousule 36 in:

"KLOUSULE 36: VERLOF VIR GESINSVERANTWOORDELIKHEID

- (1) Gedurende elke jaarlikse verlofsiklus moet 'n werkgewer, op versoek van 'n werknemer wat vir langer as vier maande indiens van die werkgewer was, 'n maksimum van drie dae betaalde verlof in totaal per jaar verleen, in die volgende omstandighede:
- (a) wanneer die werknemer se kind gebore word;
 - (b) wanneer die werknemer se kind siek is; of
 - (c) in die geval van dood van—
 - (i) die werknemer se gade of lewensmaat; of
 - (ii) die werknemer se ouer, aannemende ouer, grootouer, kind, aangenome kind, kleinkind of broer of suster.
- (2) Behoudens subklousule (4), moet 'n werkgewer 'n werknemer vir 'n dag se verlof vir gesinsverantwoordelikheid—
- (a) die loon betaal wat die werknemer gewoonlik sou ontvang het vir werk op daardie dag; en
 - (b) op die werknemer se gewone betaaldag betaal.
- (3) 'n Werknemer kan verlof vir gesinsverantwoordelikheid neem ten opsigte van 'n hele of 'n gedeelte van 'n dag.
- (4) Alvorens 'n werknemer vir verlof ingevolge hierdie klousule betaal word, kan 'n werkgewer redelike bewys vereis van 'n geval beoog in subklousule (1) waarvoor die verlof geneem is."

19. Voeg die volgende nuwe klousule 37 in:

"KLOUSULE 37: AANSTELLINGSBRIEF

- (1) Elke werkgewer moet, ten opsigte van elke werknemer wat in sy diens begin, skriftelike besonderhede van diens hou by wyse van óf 'n dienskontrak óf 'n aanstellingsbrief soos voorgeskryf in artikel 29 van die Wet of Basiese Diensvoorwaardes, 1997 (Wet No. 75 van 1997)
- (2) Elke werkgewer moet ten opsigte van elke werknemer wat ten tye van publikasie van hierdie Ooreenkoms nie in besit was van 'n aanstellingsbrief nie, so 'n werknemer voorsien van 'n verkorte aanstellingsbrief wat die huidige werksvoorwaardes uiteensit."

20. Voeg die volgende nuwer klousule 38 in:

"KLOUSULE 38: TYDELIKE WERKVERSKAFFINGSDIENS

(1) Vir doeleindes van hierdie klousule—

(a) Beteken 'n "tydelike werkverskaffingsdiens" iemand wat 'n tydelike werkverskaffingsdiens (voorheen bekend as "Arbeidsmakelaars") teen vergoeding vir 'n kliënt ander persone verkry of voorsien—

(i) wat aan die kliënt dienste lewer of vir die kliënt werk doen; en

(ii) wat deur die tydelike werkverskaffingsdiens besoldig word.

(b) Beteken 'n "kliënt" 'n werkgever wat as sodanig in die Motornywerheid geregistreer is ingevolge klousule 8 van die Administratiewe Ooreenkoms.

(2) Ooreenkomstig artikel 198 van die Wet op Arbeidsverhoudinge—

(a) is iemand wie se dienste deur 'n tydelike werkverskaffingsdiens vir 'n kliënt verkry of aan 'n kliënt voorsien is, die werknemer van daardie tydelike werkverskaffingsdiens en is die tydelike werkverskaffingsdiens daardie persoon se werkgever; en

(b) die tydelike werkverskaffingsdiens en die kliënt is gesamentlik en afsonderlik aanspreeklik indien die tydelike werkverskaffingsdiens ten opsigte van enige van sy werknemers, enige van die volgende oortee—

(i) 'n kollektiewe ooreenkoms wat in 'n bedingingsraad gesluit is wat bedinge en voorwaardes van diens reël;

(ii) 'n bindende arbitrasietoekenning wat bedinge en voorwaardes van indiensneming reël;

(iii) die Wet op Basiese Diensvoorwaardes; of

(iv) 'n vasstelling ingevolge die Loonwet gemaak.

(3) 'n Werkgever moet voldoen aan die bepalings van hierdie Ooreenkoms en die Administratiewe Ooreenkoms ten opsigte van persone wat 'n diens lewer by of ten opsigte van sy bedryfsinrigting deur enige reëling of ooreenkoms met 'n tydelike werkverskaffingsdiens, asof sodanige persone wat die werkgever in diens was.

(4) 'n Persoon wat 'n besigheid bedryf as 'n tydelike werkverskaffingsdiens wat ingevolge klousule 8 van die Administratiewe Ooreenkoms en Hoofstuk 1 van Afdeling C van hierdie Ooreenkoms geregistreer is, sal geregtig wees om arbeid te voorsien aan 'n werkgever of bedryfsinrigting wat val onder of wat geregistreer is ingevolge enige van die ander Hoofstukke van hierdie Ooreenkoms."

21. Voeg die volgende nuwe Klousule 39 in:

"KLOUSULE 39: VASTETERMYNKONTRAKTE"

'n Werkgever en 'n werknemer mag 'n vastetermynkontrak aangaan, onderhewig aan die volgende voorwaardes:

(i) Die partye moet die duur van die kontrak duidelik uiteensit;

(ii) die kontrak moet die voorwaardes waaronder die kontrak beëindig sal word, uiteensit en moet die voorwaardes insluit wat die vroeë beëindiging van die kontrak toelaat deur ooreenstemming en/of dit beëindig mag word deur 'n fundamentele breuk daarvan;

(iii) tensy die kontrak gebaseer is op 'n tydperk ooreenkomstig subklousule (i) hierbo, mag die kontrak beëindig word by voltooiing van 'n duidelike omskrewe taak of projek, in welke geval die onus op die werkgever sal rus om te bewys dat die taak of projek in elke opsig voltooi is;

(iv) gedurende die hele termyn van die kontrak moet die werknemer geag word as 'n gewone werknemer van die werkgever te wees, en moet al die bestaansbeveiliging en ander voordele geniet wat beskikbaar is aan werknemers op onbepaaldetermynkонтракте van dieselfde werkgever;

(v) die feit dat 'n werknemer 'n vastetermynkontrak gesluit het, mag hom/haar nie ontnem van sy/haar regte wat omvat word in óf wetgewing óf ooreenkomstig die bepalings van hierdie Ooreenkoms met inbegrip van die betaling van lone wat nie minder mag wees as die minimum voorgeskrewe lone vir die betrokke klas werknemer nie; en

(vi) geen werknemer mag op 'n vastetermynkontrak geplaas word as 'n plaasvervanger vir 'n proeftydperk nie."

AFDELING B

1. KLOUSULE 1: TOEPASSINGSBESTEK

Vervang klousule 1 deur die volgende:

"(1) Behoudens die bepalings van subklousule (2) van hierdie klousule is die bepalings van hierdie Afdeling bindend vir alle bedryfsinrigtings geregistreer ingevolge hierdie Ooreenkoms, en vir alle werknemers vir wie lone voorgeskryf word in klousule 3 van hierdie Afdeling.

(2) (a) Ondanks die bepalings van subklousule (1), is slegs die bepalings van die Ooreenkoms soos in die Bylae van hierdie klousule uiteengesit, van toepassing op kantoor-, pakhuis- en verkoopswerknemers en klerke solank hul weeklikse of maandelikse besoldiging, uitgesonderd kommissie op verkope, meer as R84 968 per jaar in Gebiede A en R72 176 per jaar in ander gebiede bedra.

BYLAE**ADMINISTRATIEWE OOREENKOMS**

Klousule 5—Aftrekkings van verdienstes

Klousule 13—Verteenwoordigers van werknemers in die raad

Klousule 14—Verbod op sessie van bystand

HOOFOOREENKOMS—AFDELING A

Klousule 2—Woordoms krywing

Klousule 4—Buitewerk

Klousule 5—Stukwerk en kommissiewerk

Klousule 8—Reistoelaes

Klousule 11—Siekteverlof

Klousule 15—Drosterij

Klousule 16—Skade aan voertuie of eiendom

Klousule 17—Openbare vakansiedae

Klousule 31—Kraamverlof

Klousule 33—Betaling van verdienstes

Klousule 35—Dienssertifikaat

HOOFOOREENKOMS—AFDELING B

Klousule 1—Toepassingsbestek

Klousule 2—Woordoms krywing

Klousule 8—Jaarlikse verlof

Klousule 10—Diensbeëindiging

Klousule 12—Betaling ten opsigte van personeelvermindering

- (b) Ondanks subklousule (2)(a) van hierdie klousule of enige andersluidende bepalinge word daar nie van werknemers wat meer as R84 968 per jaar in Gebiede A of R72 176 per jaar in ander gebiede verdien, uitgesonderd kommissie, vereis om oortyd te werk nie, behalwe op 'n vrywillige basis, vry van enige vorm van dwang, intimidasie of verondregting.
- (3) Ondanks subklousule (2) van hierdie klousule is klousule 12 van die Administratiewe Ooreenkoms van toepassing op werknemers wat werknemers wat lede is van die Motor Industry Staff Association of die National Union of Metalworkers of South Africa, ongeag hul inkomste.
- (4) (a) Ondanks subklousule (1) van hierdie klousule is die bepalinge van hierdie Afdeling in verband met werkure, oortydwerk en Sondagtyd nie van toepassing op motorvoertuigverkoopspersoneel of leweransier-verkoopspersone nie, en die bepalinge van hierdie Afdeling op oortyd en Sondagwerk sal nie van toepassing wees op enige motorvoertuigverkoopspersoon of leweransie-verkoopspersoon nie, ongeag hul inkomste.
- (b) Die bepalinge van klousule 8(13) van hierdie Afdeling is van toepassing op kantoor-, pakhuis- en verkoopswerknemers en klerke, uitgesonderd motorvoertuigverkoopspersone of leweransier-verkoopspersone wat nie meer as R7 080,67 per maand (R1 634,00 per week) uitgesonderd kommissie op verkope in Gebiede A en R6 014,67 per maand (R1 388,00 per week), uitgesonderd kommissie, in enige ander gebiede verdien nie.
- (5) Indien 'n bepaling in Afdeling A strydig is met 'n bepaling in hierdie Afdeling, geld die bepaling in laasgenoemde Afdeling."

2. KLOUSULE 2: WOORDOMSKRYWING

- (1) Vervang die woordoms krywing van klerk deur die volgende:

"**klerk**" 'n werknemer wat hoofsaaklik of uitsluitlik klerklike en/of administratiewe werk soos skryf- en/of tikwerk verrig en/of 'n rekenoutomaat bedien en sluit dit ook pakhuismanne, tydopnemers en telefoniste in."

- (2) Voeg die volgende woordoms krywing in tussen die woordoms krywings van "**deeltydse werknemer**" en "**winkelassistent/verkoopspersoon**".

"senior bestuurswerknemer" 'n werknemer wat die gesag het om werknemers te huur en te dissiplineer en/of te ontslaan en/of die werkgever intern en ekstern te verteenwoordig en/of die werksaamhede van ander werknemers te bestuur en/of verantwoordelik is vir die vloei van werk in 'n afdeling en/of tak;

3. KLOUSULE 3: LONE

- (1) Voeg die volgende Opmerking in aan die einde van subklousule (1) van hierdie klousule:

"[OPMERKING: Gewaarborgde Loonverhogings

'n Werkgever moet sy werknemers wat meer as die voorgeskrewe minimum lone ontvang ten tye van publikasie van hierdie Ooreenkoms, die gewaarborgde loonverhogings soos uiteengesit in Afdeling D van hierdie Ooreenkoms betaal.]"

4. KLOUSULE 4: GEWONE WERKURE

Vervang subklousule (2) (a) deur die volgende:

- "(2) (a) om vir 'n ononderbroke tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie:

Met dien verstande dat, vir die toepassing van hierdie paragraaf, werktidperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees:

Voorts met dien verstande dat 'n werkgever met sy werknemers wat gewoonlik slegs vyf dae per week werk, ooreen kan kom dat die ononderbroke pouse in paragraaf (a) van hierdie subklousule bedoel, tot minstens 30 minute beperk word, maar voordat 'n ingekorte pouse in werking gestel kan word, moet die werkgever die besonderhede van die toestemming tot die ingekorte pouse, met inbegrip van die bepalinge daarvan en die werknemer se toestemming daartoe, in 'n behoorlike register inskryf wat vir inspeksiedoeleindes gehou moet word.

5. KLOUSULE 7: GEREEDHEIDS- EN ROEPTOELAES

- (1) In subklousule (1) (b), vervang die uitdrukking "R45,00" deur die uitdrukking "R50,00".
 (2) In subklousule (2) (a), vervang die uitdrukking "R50,00" deur die uitdrukking "R55,00".

6. KLOUSULE 8: JAARLIKSE VERLOF

- (1) Vervang subklousule (7) (b) deur die volgende:

"(b) Siekteverlof mag nie saamval met enige tydperk waartydens die werknemer op jaarlikse verlof is nie, d.w.s. siekteverlof mag nie tydens jaarlikse verlof geneem word nie."

- (2) Vervang subklousule (9) deur die volgende:

"(9) Behoudens andersluidende bepalinge in hierdie Ooreenkoms mag geen bedrae wat aan 'n werkgever verskuldig is, van verlofbesoldiging afgetrek word nie: Met dien verstande dat:

- Lenings aan personeel beperk sal wees tot bedrae voorgeskiet as bona fide-lenings waarvoor gesamentlik ooreengekom is.
- Die werknemer moet skriftelik toestem tot die lening (aanvaarding van die lening waarin die bedrag van die lening bepaal word, asook die rente indien enige, die paalemente en die termyn van die lening.
- 'n Afskrif van die aanvaarding van die lening moet gehou word vir MIBCO-inspeksiedoeleindes en 'n afskrif daarvan moet aan die betrokke werknemer oorhandig word.
- Die maksimum bedrag wat elke maand afgetrek word, moet in ooreenstemming wees met die beperkings uiteengesit in klousule 5 van die Administratiewe Ooreenkoms.
- Voorgenoemde beperkings mag oorskry word met die skriftelik toestemming van die betrokke Streekraad in die geval van beëindiging van werk om watter rede ook al."

- (3) Vervang subklousule (13) (e) deur die volgende:

"(e) Waar 'n werknemer ontslaan word of sy werk verlaat voordat hy vir 'n vakansiebonus kwalifiseer, moet by die beëindiging van diens 'n pro rata-deel van sy vakansiebonus aan hom betaal word wat gelyk is aan een twee-en-vyftigste van twee weke se loon vir elke voltooid dienstdag. Vir die toepassing van hierdie subklousule beteken "dienstdag" die getal skofte wat die werknemer gewoonlik in 'n week werk."

7. KLOUSULE 12: AFLEGGINGSBESOLDIGING

Vervang klousule 12 deur die volgende:

- "(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet 'n werkgewer wanneer 'n werknemer se diens beëindig word as gevolg van aflegging, aan so 'n werknemer, benewens enige ander betaling wat hom mag toekom in plaas van kennis van diensbeëindiging, 'n bedrag betaal word gelyk is aan twee weke se loon vir elke voltooide jaar diens vir die eerste vier jaar, en een week se loon vir elke voltooide jaar diens vir die daaropvolgende agt jaar diens by dieselfde werkgewer: Met dien verstande dat twee weke afleggingsbesoldiging na verhouding alleenlik na vier maande diens in die eerste jaar van toepassing sal wees: Met dien verstande voorts—
- (i) In die geval van 'n motorvoertuigverkoopspersoon en leweransier-verkoopspersoon beteken "lone" die basiese loon plus gemiddelde kommissie op verkope verdien oor die voorafgaande tydperk van 13 weke.
 - (ii) 'n Werknemer se loon kan verlaag word as 'n alternatief tot aflegging waar sowel die werkgewer as werknemer asook die vakbond wat die werknemer verteenwoordig, daartoe skriftelik toegestem het. In die geval van 'n nie-party-onderneming en 'n nie-vakbond-werknemer in 'n party-onderneming moet die werkgewer by die betrokke Streekraad om sodanige toestemming aansoek doen.
 - (iii) Enige werknemer wat onredelik weier om die aanbod van alternatiewe werk aanbod te aanvaar, met óf dieselfde werkgewer, óf 'n ander werkgewer, sal sy reg op afleggingsbesoldiging verbeur: Met dien verstande dat die werkgewer wat die aflegging begin het, 'n skriftelike aanbod van alternatiewe werk namens homself of 'n ander werkgewer moet maak, en die aanbod moet redelik wees en ligging, status, die aard van werk, besoldiging en die werknemer se bekwaamheid moet in ag geneem word: Met dien verstande verder dat die reg op afleggingsbesoldiging nie geaffekteer sal word nie waar die afgedankte werknemer ander werk verkry het deur sy eie pogings sonder die hulp van die afleggingswerkgewer.

AFDELING C**HOOFSTUK 1****1. KLOUSULE 2: WOORDOMSKRYWING**

Voeg die volgende by aan die einde van die woordomskrywing van "voorbaanassistent":

"algemene skoonmaakwerk op die voorbaan soos die was, skoonmaak en skrop van rybane, toilette, pomp-eilande, petrolpompe en ander toerusting";

2. KLOUSULE 3: LONE

(1) In subklousule (1), vervang die lone soos voorgeskryf in die Loonbylae van hierdie Klousule vir 'n Graad 1: Voorbaanassistent" deur die volgende lone:

"Gebiede A: R193,95 per week en R4,31 per uur.

Ander gebiede: R144,90 per week en R3,22 per uur."

(2) Voeg die volgende Opmerking in aan die einde van subklousule (1) van hierdie klousule:

"[OPMERKING: Gewaarborgde Loonverhogings:

'n Werkgewer moet sy werknemers wat meer as die voorgeskrewe minimum loon ontvang ten tyde van publikasie van hierdie Ooreenkoms, die gewaarborgde loonverhogings soos uiteengesit in Afdeling D van hierdie Ooreenkoms betaal.]"

3. KLOUSULE 4: GETALSVERHOUDING

Voeg die volgende Opmerking in aan die begin van hierdie klousule:

"[OPMERKING: Vir spesiale bepalings ten opsigte van die getalsverhouding verwys na klousule 6 van Afdeling D van hierdie Ooreenkoms.]"

AFDELING C**HOOFSTUK IV****1. KLOUSULE 3: WERKNEMERS**

Voeg die volgende Opmerking in tussen subklousules (1) en (2) van hierdie klousule:

"[OPMERKING: Vir spesiale bepalings ten opsigte van die getalsverhouding verwys na klousule 6 van Afdeling D van hierdie Ooreenkoms.]"

2. KLOUSULE 4: LONE

Voeg die volgende Opmerking in aan die einde van klousule 4:

"[OPMERKING: Gewaarborgde Loonverhogings:

'n Werkgewer moet sy werknemers wat meer as die voorgeskrewe minimum lone ontvang ten tyde van publikasie van hierdie Ooreenkoms, die gewaarborgde loonverhogings soos uiteengesit in Afdeling D van hierdie Ooreenkoms betaal.]".

"AFDELING C**HOOFSTUK V****1. KLOUSULE 1: TOEPASSINGSBESTEK EN REGISTRASIE**

Voeg die volgende Opmerking in aan die einde van subklousule (2) van klousule 1:

"[OPMERKING: Vir spesiale bepalings ten opsigte van die getalsverhouding verwys na klousule 6 van Afdeling D van hierdie Ooreenkoms.]".

2. KLOUSULE 4: LONE

Voeg die volgende Opmerking in aan die einde van klousule 4:

"[OPMERKING: Gewaarborgde Loonverhogings:

'n Werkgewer moet sy werknemers wat meer as die voorgeskrewe minimum lone ontvang ten tyde van publikasie van hierdie Ooreenkoms, die gewaarborgde loonverhogings soos uiteengesit in Afdeling D van hierdie Ooreenkoms betaal.]".

Voeg die volgende nuwe Afdeling D in:

"AFDELING D**SPEZIALE BEPALINGS MET BETREKKING TOT SEKTORE****KLOUSULE 1: TOEPASSINGSBESTEK**

Die bepalings van hierdie Afdeling is van toepassing op alle bedryfsinrigtings in die Motormywerheid met uitsondering van Sektore 1 en 6: Met dien verstande dat die insluiting van Afdeling D geag word 'n oorgangsmaatreël tot die verdere ontwikkeling van 'n nuwe bedingingsmodel vir die Nywerheid te wees, wat beteken dat indien die Partye tot die Raad nie eenstemmigheid bereik oor die verdere insluiting van sodanige model nie, dit geskrap word van toekomstige kollektiewe Ooreenkomste."

KLOUSULE 2: WOORDOMSKRYWING

Vir doeleindes van hierdie Afdeling beteken—

"Sektor 1", vervaardigingsinrigtings, d.i. voertuigbakbouers; sleepwaens- en woonwagvervaardigers en waarborgherstelwerk; motoronderdele en -bybore; en glasveselonderdele vervaardiging, herstel en verkope;

"Sektor 2", hervervaardigingsinrigtings (produksie), d.i. onderdele-hervervaardiging, rem-, koppelaar- en verkoeler-hervervaardiging; dryfstelsel-hervervaardiging; en stuurhervervaardiging;

"Sektor 3", vernuwingsbedryfsinrigtings, d.i. motoringenieurswerk; brandstofinspuiting/dieselpompe; ratkas/transmissie; turboaanjaging; en veresmede;

"Sektor 4", diens- en herstelbedryfsinrigtings, d.i. motorfietsverkope en herstel; batteryverkope en herstel; bandeverkope, -herstel en wielsporing, versoling van bande; aansit van uitlaatstelsels, trekstange en skokbrekers; installering van radio's, alarms en immobiliseerders; installering van sondakke, installering van lugversorgers; bakherstelwerk; motorbekteërs en -stofeërs; motorelektriese herstelwerk; herstel van stutasse en CV-koppelingen; herstel van plastiekonderdele van motors; verkoop en herstel van vergassers; installering en herstel van dryfasse; installering en herstel van sture; en herstel van motorvoertuie, busse, trokke en trekkers;

"Sektor 5", petrolhandelaars, diensstasies en bedryfsinrigtings wat daarmee verband hou;

"Sektor 6", handelsverkope- en verspreidingsbedryfsinrigtings, d.i. die verkoop en die herstel van gebruikte motorvoertuie, busse, trokke en trekkers; die verkoop van onderdele en herstel van franchise-motorvoertuie, busse, trokke, trekkers; verkoop en herstel van woonwaens; en die verkoop en herstel van landbouthoerusting;

"Sektor 7", motorvoertuigonderdele-, bybore-, toerusting- en gereedskapbedryfsinrigtings, d.i. motoronderdele, bybore, toerusting en gereedskap; bedryfsinrigtings vir motorbrekers en gebruikte-onderdele-handelaars.

KLOUSULE 3: GEWAARBORGDE LOONVERHOGINGS

(1) 'n Werkgewer moet sy werknemers wat ten tyde van die publikasie van hierdie Ooreenkoms meer as die voorgeskrewe lone ingevolge Afdeling B en Afdeling C, Hoofstuke 1, IV en V verdien het, die gewaarborgde loonverhogings soos hieronder uiteengesit, betaal.

(2) 'n Werkgewer kan die gewaarborgde loonverhogings aan werknemers wat minder as 12 jaar diens het, pro rata vermeerder, met dien verstande dat dit net geïmplementeer word vanaf die sewende maand.

(3) 'n Werkgewer wat alreeds 'n loonverhoging toegestaan het binne die vorige 12 maande mag dit verreken teen die verhogings soos hieronder uiteengesit.

(4) Die partye ondemeem om hulle nie in te laat of deel te neem aan enige nywerheidsaksie as gevolg van geskille ten opsigte van gewaarborgde loonverhogings wat betrekking het op enige ander sektor in die Motornywerheid nie, met dien verstande dat die werkgewer die gewaarborgde loonverhogings geïmplementeer het. Enige sodanige nywerheidsaksie sal as onbeskermde beskou word.

1. SEKTORE 2, 3, 4, 5 EN 7 (AFDELING B: KLOUSULE 3 — LONE)

Klas werknemer	Gewaarborgde verhogings			
	Gebiede A		Ander Gebiede	
	Per week	Per maand	Per week	Per maand
		R	R	R
(a) Kantoor-, parkhuis- en verkoopswerknemer en klerk—				
gedurende eerste jaar ondervinding	17,38	75,00	14,77	64,00
gedurende tweede jaar ondervinding	19,62	85,00	16,62	72,00
gedurende derde jaar ondervinding	21,93	95,00	18,69	81,00
daarna	25,39	110,00	21,23	92,00
(b) Motorvoertuigverkoopspersoon—				
gedurende eerste jaar ondervinding	19,00	80,00	15,69	68,00
daarna	25,39	110,00	21,23	92,00
(c) Boekhouer	36,92	160,00	31,39	136,00
(d) Rekenmeester	57,69	250,00	48,92	212,00
(e) Onderdeleverkoopspersoon—				
gedurende die eerste jaar ondervinding	23,07	100,00	19,61	85,00
daarna	27,70	120,00	23,31	101,00

Klas werknemer	Alle gebiede	
	Per week	Per maand
(f) Handelsreisiger—		
gedurende die eerste jaar ondervinding	23,07	100,00
daarna	27,70	120,00
(g) Leweransier-verkoopspersoon—		
gedurende eerste jaar ondervinding	20,77	90,00
gedurende tweede jaar ondervinding	23,07	100,00
gedurende derde jaar ondervinding	27,69	120,00
daarna	32,31	140,00

2. SEKTORE 4, 5 EN 7 (AFDELING C: HOOFSTUK 1 — KLOUSULE 3: LONE)

Klas werknemer	Gewaarborgde Verhogings			
	Gebiede A		Ander gebiede	
	Per week	Per uur	Per week	Per uur
		R	R	R
Graad 1:				
Voorbaanassistent	7,65	0,17	5,40	0,12
Skoonmaker	20,25	0,45	17,01	0,38
Graad 2	20,25	0,45	17,01	0,38

Klas werknemer	Gewaarborgde Verhogings			
	Gebiede A		Ander gebiede	
	Per week	Per uur	Per week	Per uur
		R	R	R
Graad 3	20,25	0,45	17,01	0,38
Graad 4	21,60	0,48	19,35	0,43
Graad 5	22,95	0,51	20,70	0,46
Graad 6	27,00	0,60	24,30	0,54

Klas werknemer	Gewaarborgde verhogings	
	Alle gebiede	
	Per week	Per uur
	R	R
Graad 7	33,75	0,75
Graad 8	38,70	0,86
Wag	15,00	(Geen uurloon)

3. SEKTOR 3 (AFDELING C: HOOFSTUK IV—KLOUSULE 4: LONE)

Klas werknemer	Gewaarborgde Verhogings			
	Gebiede A		Ander gebiede	
	Per week	Per uur	Per week	Per uur
	R	R	R	R
Graad 1	20,25	0,45	17,01	0,38
Graad 2	20,25	0,45	17,01	0,38

Klas werknemer	Gewaarborgde verhogings			
	Gebiede A		Ander gebiede	
	Per week	Per uur	Per week	Per uur
	R	R	R	R
Graad 3	20,25	0,45	17,01	0,38
Graad 4	21,60	0,48	19,35	0,43
Graad 5	22,95	0,51	20,70	0,46
Graad 6	27,00	0,60	24,30	0,54

Klas werknemer	Gewaarborgde verhogings	
	Alle gebiede	
	Per week	Per uur
	R	R
Graad 7	33,75	0,75
Graad 8	38,70	0,86
Wag	15,00	(Geen uurloon)

Werkman-enjinmonteur:

Eerste 18 maande ondervinding: R22,95 per week (R0,51 per uur).

Daarna: R33,75 per week (R0,75 per uur).

Werkman, Graad A:

Eerste 12 maande ondervinding: R22,95 per week (R0,51 per uur).

Daarna: R27,00 per week (R0,60 per uur).

Werkman, Graad B:

Eerste ses maande ondervinding: R20,25 per week (R0,45 per uur).

Daarna: R22,05 per week (R0,49 per uur).

4. SEKTOR 2 (AFDELING C: HOOFSTUK V—KLOUSULE 4: LONE)

Klas werknemer	Loon per week (Alle Areas)
Graad 1	R20,25 (R0,45 per uur)
Graad 2	R20,25 (R0,45 per uur)
Graad 3	R20,25 (R0,45 per uur)
Graad 4	R21,60 (R0,48 per uur)
Graad 5	R22,95 (R0,51 per uur)
Graad 6	R27,00 (R0,60 per uur)
Graad 7	R33,75 (R0,75 per uur)
Graad 8	R38,70 (R0,86 per uur)

KLOUSULE 4: WERKLIKE/GEWAARBORGDE LOONVERHOGINGS VRYSTELLINGSPROSEDURE LOON-VRYSTELLINGSRAAD

(1) Individuele werkgewers wat vrystelling verlang om 'n verminderde werklike loonverhoging en/of 'n gewaarborgde verhoging te betaal of om vrygestel te word van die betaling van sodanige verhogings, moet die loonvrystellings-applikasievorm verkrygbaar op aanvraag van hulle plaaslike Streekraad verkry.

(2) Aansoeke om vrystelling om nie die voorgeskrewe minimum loonverhogings soos ooreengekom te betaal nie, sal nie aanvaar word of oorweeg word ingevolge van hierdie vrystellingsprosedures nie.

(3) Die aansoek moet by die plaaslike Streekraad ingedien word en moet die volgende stawende dokumente insluit:

(a) Amptelike finansiële besonderhede.

(b) 'n Skriftelike motivering.

(c) Besonderhede en bewyse van die raadplegingsprosedure tussen die werkgewer, die werknemers en die betrokke MIBCO-vakbonde.

(4) Aansoeke moet by die Streekraad ingedien word en noukeuring nagegaan word binne 21 dae vanaf die datum waarop die Raad alle werkgewers voorsien het van die wysigingsooreenkomste en loonbylaes, of hand afgelewer of deur middel van geregistreerde pos of by faks of E-pos, in die voorgeskrewe formaat.

(5) Die Loonvrystellingsraad moet binne 14 dae na voltooiing van die eerste tydperk 'n besluit oor die aansoek neem, d.w.s 21 dae soos bedoel in subklousule (4) van hierdie klousule.

(6) Werkgewers wat aansoek gedoen het, moet binne sewe dae deur middel van faks, waar van toepassing, en deur middel van geregistreerde pos in kennis gestel word van die uitslag.

(7) Nie-party-bedryfsinrigtings kan na die Vrystellingsraad appèleer en partybedryfsinrigtings na die Nasionale Raad binne 14 dae vanaf die datum van ontvangs per registreerde pos of faks waarin hulle in kennis gestel is van die weiering van die aansoek.

(8) Appèlverhore deur die Raad se Ouditeure moet bygewoon word om bystand te verleen met die vertolking van die finansiële inligting.

KLOUSULE 5: SEKTOR 7: BETALING VAN VERDIENSTE ONDERDELE-VERKOOPSPERSOON

(1) Die maandelikse verdienste aan maandeliks besoldigde werknemers verskuldig, moet voor of op die laaste werkdag van elke kalendermaand aan hulle betaal word: met dienverstande dat die kommissie op verkope verskuldig aan 'n onderdele-verkoopspersoon werksaam in 'n bedryfsinrigting waarin die werksaamhede wat verrig word hoofsaaklik of uitsluitlik die verkoop van motoronderdele en toerusting en bybehore is, nie vroeër nie as die 20ste dag van die maand waarop dit betrekking het, bereken word, en betaling teen nie later nie as die 25ste dag van die daaropvolgende maand geskied, behoudens die volgende voorwaardes:

- (a) 'n Onderdele-verkoopspersoon werksaam in enige bedryfsinrigting omskryf hierin moet, teen die einde van die maand van publikasie van hierdie Ooreenkoms kommissie betaal word wat gelyk is aan die gemiddelde kommissie verdien gedurende die vorige drie maande, of die gemiddelde kommissie verdien gedurende enige sodanige korter periode, indien nuut in diens geneem gedurende die drie maande wat die datum van publikasie voorafgaan.
- (b) Indien hierdie oorgangskommissie tot voordeel van die werkgewer verskil teen meer as 10% van die werklike kommissie wat verdien is, 'n regstelling gemaak sal word by wyse van gelyke paaielemente oor 'n tydperk van drie maande gereken vanaf die datum van betaling van die reggestelde kommissie.
- (c) Indien die oorgangskommissie tot voordeel van die onderdele-verkoopspersoon verskil, sal die volle reggestelde bedrag aan hom betaal word in 'n enkele bedrag nie later nie as die 25ste dag van die maand wat volg op die maand waarop dit betrekking het.
- (d) In die geval van die beëindiging van diens van 'n onderdele-verkoopspersoon om watter rede ookal moet die laaste kommissiebetaling aan die betrokke werknemer gemaak word, nie later nie as die laaste werkdag van die maand waarin die diens beëindig word.

KLOUSULE 6: GETALSVERHOUDING-BEPALINGS

(1) Die volgende getalsverhouding bepalings is van toepassing op Sektore 3, 4, 5 en 7 (Hoofstuk I en IV):

(a) Vrystelling sal gegee word van die bestaande getalsverhoudingbepalings soos omskryf in Klousule 4 van Hoofstuk I en Klousule 3 van Hoofstuk IV van Afdeling C vir die indiensneming van een addisionele:

- Motorelektrisiën se assistent
- B/A vakman
- Bakwinkelassistent
- Dieselpompkamerassistente
- Motorfietswerktuigkundige se assistent
- Herstelwinkelassistent
- Bromponiewerkers
- Dieselpompkamerassistent
- Werkmanne Graad A, Graad B en Graad C
- Werkman-enjinmonteur

(b) Aansoeke om vrystelling van die getalsverhouding-bepalings sal administratief deur die Streeksekretarisse van die Raad uitgereik word en bekragtig word deur die daaropvolgende Streeksraadsvergadering.

(c) Die minimum voorgeskrewe lone sal van toepassing wees.

(d) Aansoeke om vrystelling is beperk tot bedryfsinrigtings wat 'n maksimum van drie vakmante in diens het.

(e) Die bepalings van hierdie klousule word nie geag dat daar van 'n werkgewer vereis/toegelaat word om 'n werknemer wat ten tyde van die inwerkingtreding van hierdie Ooreenkoms in sy diens was, te ontslaan nie.

(2) Die volgende getalsverhouding-bepalings is van toepassing op Sektor 2 (Hoofstuk V)

(a) Net een vakman sal nodig wees om toesig te hou in sowel rem- as koppelaarwerksaamhede in bedryfsinrigtings waar 20 of minder werknemers aktief in die werksaamhede van die werkswinkel betrokke is.

(b) Die werkgewer benodig een vakman vir elke 15 werknemers wat aktief betrokke is in die werksaamhede van die werkswinkel in bedryfsinrigtings waar 20 of meer werknemers aktief in die werksaamhede van die werkswinkel betrokke is.

- (c) Die bepalings van hierdie klousule sal nie geag word dat daar van 'n werkgewer vereis/toegelaat word om 'n werknemer wat ten tyde van die inwerkingtreding van hierdie Ooreenkoms in sy diens was, te ontslaan nie.

AANHANGSEL C

Vervang Aanhangsel C soos voorgeskryf in Klousule 25 (13) van Afdeling A van hierdie Ooreenkoms deur die volgende:

MOTORNYWERHEID-BEDINGINGSRAAD - MIBCO

AANHANGSEL C

[Voorgeskryf in klousule 25 (13) van Afdeling A]

GEREEDSKAPSLYS

Motorwerktuigkundige

- 1 stel oopbeksleutels, 10, 11, 12, 14, 16, 17, 19 mm
- 1 stel kombinasiesleutel, 6 mm tot 25 mm
- 2 skroefslutels, 150 mm en 300 mm
- 1 bobbejaansleutel
- 1 stel sokslutels, 1/2" stootkrag, 6 mm tot 25 mm
- 1 stel klepstelsleutels
- 1 stel beitels (klein).
- 1 sagtepunthammer, 450 g.
- 1 bolpenhamer, 125 g.
- 1 Ingenieurshamer, 900 g.
- 1 stel spiraalbore, 1 mm tot 10 mm.
- 1 Blikskêr, 200 mm.
- 1 ystersaagmaam.
- 1 oliekan.
- 1 staalmeetstok, 300 mm.
- 1 stel voelermate.
- 1 syknip tang, 150 mm.
- 1 gastang, 150 mm
- 1 waterpomptang
- 1 klepslyper, suigtype
- 1 kraspen
- 1 senterpons
- 1 stel penponse, 8 mm
- 1 sel 1/4" dryfsokke, 4 mm tot 12 mm
- 1 skerpbeektang, 200 mm
- 2 borgringtange (binne en buite)
- 1 kombinasietang
- 1 bankskroef
- 2 stelle groefbore (fyn en grof)
- 1 oliefiltergereedskap
- 1 stel Allensleutels
- 1 banddrukmeter
- 1 toetslig
- 1-3 stuk-pypsleutels (flens)
- 1 halfronde vyl, 150 mm
- 1 ronde vyl, 150 mm
- 1 plat vyl, 150 mm
- 1 nonius, 150 mm
- 1 draadvyl, 150 mm
- 1 stel Phillips-skroewedraaiers

3 plat skroewedraaiers, 150 mm, 200 mm en 300 mm

2 vonkspropsokke, 16 mm en 21 mm

Voertuigbakbouer

1 paneelsaag, 8 tande 25,4 mm

1 tapsaag

1 sleutelgatsaag.

1 stel steekbeitels, 6 mm tot 25 mm

1 kruishout

1 stel awegaarbore, 12 mm tot 25 mm

1 omslagskroewedraaier

1 versinkboor

1 stel stukwerkersbore, 6 mm tot 12 mm

2 G-klampe, 150 mm

1 verdeelpasser, 225 mm

1 krom blikskêr, 200 mm

1 sagtepunthamer

1 dwarspenhamer

1 hamer, 1 800 g

1 stel plat skroewedraaiers, 150 mm en 300 mm

1 meetstok, 1 meter.

3 winkelhake, 300 mm en 600 mm

1 swaaihaak, 150 mm

1 kouebeitel

1 skraper

1 stel kombinasie sleutels, 6 mm tot 25 mm

1 senterpons

1 ystersaagraam

1 stel ster-skroewedraaiers

Sweiser

1 staalborsel

1 stel beitels (gemeng) vir metaal

1 hamer

1 meetstok, 300 mm

1 blikhamer

2 G-klampe

1 winkelhaak

1 stel bore, 1 mm tot 10 mm

1 smidstang

1 waterpomptang

1 kombinasie-tang

4 gemengde vyle, 150 mm

1 vylhef

1 staalmeetband, 2 meter

2 stelbare sleutels

1 stel skroewedraaiers

1 ystersaagraam

1 tangsleutel

Motorplaatmetaalwerker/motorbakhersteller/duikklopper

- 1 planeerhamer
- 1 sperhamer
- 1 righamer
- 1 righamer, 450 g
- 1 stel kloplese
- 1 sagtepunthamer
- 1 stel kombinasiesleutels, 6 mm tot 25 mm
- 1 stel gemengde ponse, tot 13 mm
- 2 G-klampe, 100 mm tot 200 mm
- 1 modderskermkrultang
- 1 modderskermflenstang
- 1 reguit blikskêr
- 1 krom blikskêr
- 1 metaalwinkelhaak, 450 mm
- 1 stel passers/verdeler
- 2 kouebeitels
- 1 staalliniaal, 300 mm
- 1 staalmeetband, 2 meter
- 1 stel lepels
- 1 ystersaagraam
- 1 stel skroewedraaiers, 150 mm en 250 mm
- 1 stel Phillips-skroewedraaiers
- 1 halfrondevyl, 150 mm
- 1 ronde vyl, 150 mm
- 1 plat vyl, 150 mm
- 1 driehoekige vyl, 150 mm

Motorelektrisiën

- 2 hamers, 225 g en 675 g
- 1 groot skroewdraaiër
- 1 medium skroewdraaiër
- 1 stel Phillips-skroewedraaiers
- 1 meergreep tang
- 1 syknip tang, 150 mm
- 1 gastang, 150 mm
- 1 langbektang, 150 mm
- 1 stel sokleutels, 12,5 mm tot 25 mm
- 1 stel kombinasiesleutels, 6 mm tot 25 mm
- 1 stel sleutels, 6 mm tot 25 mm
- 2 stelbare sleutels, 150 mm en 250 mm
- 1 stel van drie klein beitels
- 1 stel penponse, klein
- 1 klein omslag
- 1 senterpons
- 1 draadstrooptang
- 1 ystersaagraam
- 1 stel voelemate
- 1 nonius, 150 mm

- 1 klein sokdiens-gereedskapstel, $\frac{1}{4}$ " drywer, 4 mm tot 12 mm
- 1 skêr
- 1 stel staalbore, 1 mm tot 10 mm
- 1 staalliniaal, 300 mm
- 1 halfgrondvyl, 150 mm
- 1 ronde vyl, 150 mm
- 1 platvyl, 150 mm
- 1 draadvyl
- 1 toetslamp
- 2 vonkpropsokke, 16 mm en 21 mm

Afwerker (stofeerder)

- 1 hegspykerhamer (magneties)
- 1 bolpenhamer, 675 g
- 1 skêr, 300 mm
- 1 spykerpons
- 1 draaileerpons
- 1 stel skroewedraaiers, 150 mm, 200 mm en 300 mm
- 1 kleremakersmaatband (meetstok), 1 meter
- 1 meetband, 2 meter
- 2 bekleërstange
- 1 stel spiraalbore, 1 mm tot 10 mm
- 1 kouebeitel, 13 mm
- 1 winkelhaak, 350 mm x 600 mm
- 1 stel ringsleutels, tot 25 mm
- 1 stel kombinasiesleutels, tot 25 mm
- 1 klein knyptang
- 1 tandbeitel
- 1 stel van drie Phillips-skroewedraaiers
- 1 syknyptang
- 1 gastang
- 2 bekleërsmesse (een krom)
- 1 stel klokponse, tot 25 mm
- 1 stel penponse
- 1 ystersaagraam
- 1 verdeelpasser
- 2 sirkelvormige naalde
- 1 stel soksleutels, 4,75 mm tot 19 mm
- 1 tang (kussingveerklem)
- 3 klein beitels, tot 13 mm
- 1 senterpons
- 1 stel Allensleutels
- 2 stelle ribbore (fyn en grof)

Motormasjins en -passer/motordraaier en -masjins

- 2 binnemeetpassers
- 2 buitemeetpassers
- 1 dieptemaat
- 1 stel skroewedraaiers
- 1 bolklinkhamer, 475 g
- 1 verstelbare sleutel

- 1 stel voelermate
- 2 staalliniale, 150 mm en 300 mm
- 1 verdeelpasser
- 1 senterpons
- 1 vylhef
- 1 ystersaagraam
- 1 oliekan
- 1 noniuspasser, 150 mm
- 1 straalmaat
- 1 stel sokke, 10 mm tot 22 mm
- 1 stroomspoor
- 1 stel kombinasiesleutels, 10 tot 22 mm
- 1 halffrondvyl
- 1 platvyl
- 2 stelle Allen-sleutels (imperiaal en metriek)
- bankskroefbekke
- 1 buigtang
- 'n skroefdraadmeter
- 'n T-sleutel

Enjinpasser

- 1 stel kneukelsleutels, 10, 11, 12, 13, 14, 16, 17 en 19 mm
- 1 stel kombinasiesleutels, 6 mm tot 25 mm
- 1 stel soksleutels, 6 mm tot 25 mm
- 1 stel beitels (klein)
- 1 sagtekophamer, 450 g
- 1 ingenieurshamer, 990 g
- 1 bolpenhamer, 475 g
- 1 ronde vyl, 150 mm
- 1 krom blikskêr, 200 mm
- 1 ystersaagraam
- 1 oliekan
- 2 staalmeetstokke, 150 mm en 300 mm
- 1 stel voelermate
- 1 sykniptang, 150 mm
- 1 gastang, 150 mm
- 1 waterpomptang
- 1 klepslyper, suigtipe
- 1 kraspen
- 1 senterpons
- 1 stelpenponse, tot 8 mm
- 1 verdeelpasser
- 1 halffronde vyl, 150 mm
- 1 platvyl, 150 mm
- 1 driehoekige vyl, 150 mm
- 1 nonius, 150 mm
- 1 stel Phillips-skroewedraaiers
- 1 stel skroewedraaiers, 150 mm, 200 mm en 300 mm
- 1 stel vetergatponse, 12,6 mm
- 2 vonkpropsokke, 16 mm en 21 mm

- 1 n bankskroefbek
- 1 stel Allen-sleutels
- 1 stel veelgroefbore

Passer en draaier

- 2 binnemeetpassers
- 2 buitemeetpassers
- 1 kombinasiestel, 150 mm x 300 mm
- 1 dieptemaat
- 2 skroewedraaiers
- 2 hamers
- 2 skrapers
- 1 stelbare sleutel
- 1 skroefsteekmaat
- 1 stel voelermate
- 1 oliekan
- 1 krasblok
- 2 staalliniaie, 150 mm en 300 mm
- 1 verdeelpasser
- 1 kweepasser
- 1 senterpons
- 1 draadsnybeitel, middelmaat
- 1 stel bore (reguitskag), 1 mm tot 10 mm
- 1 vylhef
- 1 ystersaagraam
- 1 halffrondevyl
- 1 rondevyl
- 1 platvyl

Spuiterverwer

- 1 stel stroopborsels
- 1 slaglyn
- 1 meetstok, 1 m
- 1 stel slytstukke

Namens die partye op hede die 20ste dag van Maart 2001 te Randburg onderteken.

R. BASTICK

President van die Raad

H. MORAPEDI

Lid van die Raad

B. G. DU PREEZ

Hoof Sekretaris van die Raad

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Publications: Tel: (012) 334-4508, 334-4509, 334-4510

Advertisements: Tel: (012) 334-4673, 334-4674, 334-4504

Subscriptions: Tel: (012) 334-4735, 334-4736, 334-4737

Cape Town Branch: Tel: (021) 465-7531

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001

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