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DEPARTMENT OF LABOUR

DEPARTEMENT VAN ARBEID

R2000

29 December 1995

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29 Desember 1995

LABOUR RELATIONS ACT, 1956

WET OP ARBEIDSVERHOUDINGE, 1956

MOTOR INDUSTRY

MOTORNRYWERHEID

AMENDMENT OF AUTO WORKERS' PROVIDENT FUND AGREEMENT

WYSIGING VAN VOORSORGFONDSOOREEN- KOMS VIR DIE MOTORWERKERS

I, TITO TITUS MBOWENI, Minister of Labour,
hereby —

Ek, TITO TITUS MBOWENI, Minister van Arbeid,
verklaar hierby—

- (a) in terms of section 48(1)(a) of the Labour Relations Act, 1956, declare that provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 January 1996 and for the period ending 31 July 1997, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

- (a) kragtens artikel 48(1)(a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 Januarie 1996 en vir die tydperk wat op 31 Julie 1997 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) in terms of section 48(1)(b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1(1)(b), shall be binding, with effect from 1 January 1996 and for the period ending 31 July 1997, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the said agreement.

MINISTER OF LABOUR

SCHEDULE

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

AUTO WORKERS' PROVIDENT FUND AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

South African Motor Industry Employers' Association
and

South African Vehicle Builders' and Repairers' Association

(hereinafter referred to as the "employers" or the "employers' organisations"), 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 the parties to the National Industrial Council for the Motor Industry,

to amend the Auto Workers' Provident Fund Agreement published under Government Notice No. R.837 of 23 June 1995.

1. CLAUSE 2: SCOPE OF APPLICATION OF AGREEMENT

(1) Subject to the provisions of subclause (2) of this clause, the terms of this Agreement shall be observed—

- (a) in the Motor Industry in the Republic of South Africa;
- (b) by all employers who are members of the employer's organisations and by all employees who are members of the trade unions.

(2) Notwithstanding the provisions of subclause (1) of this clause, the provisions of this Agreement shall not apply to—

(b) kragtens artikel 48(1) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1(1)(b), met ingang van 1 Januarie 1996 en vir die tydperk wat op 31 Julie 1997 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebied in klousule 1 van genoemde Ooreenkoms gespesifiseer.

MINISTER VAN ARBEID

BYLAE

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID

MOTORWERKERSVOORSORGFONDS-OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

South African Motor Industry Employers' Association
en die

South African Vehicle Builders' and Repairers' Association

(hierna die "werkgewers" of die "werkgewersorganisasies" 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 "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid,

om die Motorwerkvoorsorgfondsooreenkoms gepubliseer by Goewermentskennisgewing No. R.837 van 23 Junie 1995 te wysig.

1. KLOUSULE 2: TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens subklousule (2) van hierdie klousule moet hierdie Ooreenkoms nagekom word—

- (a) in die Motornywerheid in die Republiek van Suid-Afrika;
- (b) deur alle wergewers wat lede is van die werkgewerorganisasies en deur alle werknemers wat lede is van die vakverenigings.

(2) Ondanks die bepalings van subklousule (1) van hierdie klousule is die bepalings van die Ooreenkoms nie van toepassing nie op—

- (a) employees who prior to 24 August 1994 and 2 March 1994 would have been eligible for membership of the Motor Industry Employees' Union of South Africa and the Motor Industry Staff Association, respectively;
- (b) members of the National Union of Metalworkers of South Africa who are members of the Motor Industry Pension Fund;
- (c) journeymen who are not members of the National Union of Metalworkers of South Africa or apprentices who are not members of the National Union of Metalworkers of South Africa, other than those referred to in the definition of "journeyman and "apprentices", respectively;
- (d) any employee who has been granted a retirement benefit by any fund which provides for such benefits;
- (e) employees in respect of whom their employer contributes, and for as long as their employer so contributes, to a pension fund/provident fund which was in operation on the date of coming into operation of this Agreement and which in the opinion of the Council provides benefits not less favourable than those provided by the Fund;
- (f) any employee for six months from the date on which he begins employment in the Motor Industry: Provided that any employer may in his discretion waive this exclusion.

2. CLAUSE 5: MEMBERSHIP

Substitute the following for subclause (1):

"(1) Subject to the provisions of clause 2 of this Agreement and of subclause (3) of this clause, membership of the Fund shall be compulsory for every apprentice who applies for membership of the Fund and every journeyman and every employee employed in the Motor Industry who has not reached retirement age or who has not been granted pension fund benefits of the Fund and who does not elect to remain or become a member of the Pension Fund."

Signed at Randburg, on behalf of the parties, this 3rd day of November 1995.

T. NIEUWOUDT,

President of the Council

G. J. HAVENGA,

Vice-President of the Council

B. G. DU PREEZ,

General Secretary of the Council

- (a) werknemers wat voor 24 Augustus 1994 en 2 Maart 1994 in aanmerking sou kom vir lidmaatskap van onderskeidelik die Motor Industry Employees' Union of South Africa en die Motor Industry Staff Association;
- (b) lede van die National Union of Metalworkers of South Africa wat lede is van die Pensioenfonds vir die Motornywerheid;
- (c) vakmanne wat nie lede van die National Union of Metalworkers of South Africa is nie of vakleerlinge wat nie lede van die National Union of Metalworkers of South Africa is nie, uitgesonderd dié van wie daar in die omskrywing van onderskeidelik "vakman" en "vakleerling" melding gemaak word;
- (d) 'n werknemer aan wie aftreebystand toegestaan is deur 'n fonds wat vir sodanige bystand voorsiening maak;
- (e) werknemers ten opsigte van wie hul werkgewer bydra, en solank as wat hul werkgewer aldus bydra, tot 'n pensioenfonds/voorsorgfonds wat in werking was op die datum waarop hierdie Ooreenkoms in werking getree het en wat na die mening van die Raad bystand verskaf wat nie minder gunstig is nie as dié wat deur die fonds verskaf word;
- (f) 'n werknemer vir ses maande vanaf die datum waarop hy by die Motornywerheid in diens tree: Met dien verstande dat 'n werkgewer na goeddunke van hierdie uitsluiting kan afsien.

2. KLOUSULE 5: LIDMAATSKAP

Vervang subklousule (1) deur die volgende:

"(1) Behoudens die bepalings van klousule 2 van hierdie Ooreenkoms en van subklousule (3) van hierdie klousule, is lidmaatskap van die Fonds verpligtend vir elke vakleerling wat aansoek doen om lidmaatskap en elke vakman en elke werknemer wat in die Motornywerheid werksaam is en wat nog nie die aftree-ouderdom bereik het of aan wie nog nie pensioenbystand deur die Fonds toegestaan is nie en wat nie verkies om as lid van die Pensioenfonds aan te bly of lid van die Pensioenfonds te word nie."

Namens die partye op hede die 3de dag van November 1995 te Randburg onderteken.

T. NIEUWOUDT,

President van die Raad

G. J. HAVENGA,

Vise-president van die Raad

B. G. DU PREEZ,

Hoof-sekretaris van die Raad

R2001 29 December 1995**LABOUR RELATIONS ACT, 1956****MOTOR INDUSTRY****AMENDMENT OF ADMINISTRATIVE AGREEMENT**

I, TITO TITUS MBOWENI, Minister of Labour, hereby —

- (a) in terms of section 48(1)(a) of the Labour Relations Act, 1956, declare that provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 January, 1996 and for the period ending 31 August 2000, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of section 48(1)(b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1(1)(b), shall be binding, with effect from 1 January 1996 and for the period ending 31 August 2000, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the Amending Agreement.

MINISTER OF LABOUR**SCHEDULE****THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY****ADMINISTRATIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

South African Motor Industry Employers' Association
and the

South African Vehicle Builders' and Repairers' Association

(hereinafter referred to as the "employers" or the "employers' organisations"), 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

R2001 29 Desember 1995**WET OP ARBEIDSVERHOUDINGE, 1956****MOTORNYYWERHEID****WYSIGING VAN ADMINISTRATIEWE OOREENKOMS**

Ek, TITO TITUS MBOWENI, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48(1)(a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 Januarie 1996 en vir die tydperk wat op 31 Augustus 2000 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48(1)(b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1(1)(b), met ingang van 1 Januarie 1996 en vir die tydperk wat op 31 Augustus 2000 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebied in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

MINISTER VAN ARBEID**BYLAE****DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNYYWERHEID****ADMINISTRATIEWE OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

South African Motor Industry Employers' Association
en die

South African Vehicle Builders' and Repairers' Association

(hierna die "werkgewers" of die "werkgewersorganisasies" 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

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

being the parties to the National Industrial Council for the Motor Industry,

to amend the Administrative Agreement published under Government Notice No. R.1599 of 16 September 1994, as amended and extended by Government Notices Nos. R.99 of 27 January 1995, R.8324 of 23 June 1995 and R.1042 of 21 July 1995.

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 immediately before the commencement of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993);

(b) by the employers and the employees in the Motor Industry who are members of the employer's organisations and trade unions, respectively.

(2) Notwithstanding the provisions of subclause (1) the provisions of this Agreement shall not apply to—

(a) apprentices only in so far as they are not inconsistent with the provisions of or any conditions fixed under the Manpower Training Act, 1981; and

(b) trainees undergoing training under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of or any conditions fixed under that Act.

2. CLAUSE 11: RETURNS TO THE COUNCIL

In subclause (6) substitute "80c" for "50c".

Signed at Randburg, on behalf of the parties, this 3rd day of November 1995.

T. NIEUWOUDT,

President of the Council

G. J. HAVENGA,

Vice-President of the Council

B. G. DU PREEZ,

General Secretary of the Council

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid;

tot wysiging van die Administratiewe Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R.1599 van 16 September 1994, soos gewysig en verleng by Goewermmentskennisgewings Nos. R.99 van 27 Januarie 1995, R. 834 van 23 Junie 1995 en R.1042 van 21 Julie 1995.

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 inwerking-treding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993);

(b) deur die werkgewers en die werknemers in die Motornywerheid wat lede is van onderskeidelik die werkgewersorganisasies en die vakverenigings.

(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

(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.

2. KLOUSULE 11: OPGAWES AAN DIE RAAD

In subklousule (6) vervang "50c" deur "80c".

Namens die partye op hede die 3de dag van November 1995 te Randburg onderteken.

T. NIEUWOUDT,

President van die Raad

G. J. HAVENGA,

Vise-president van die Raad

B. G. DU PREEZ,

Hoof-sekretaris van die Raad

R2002 29 December 1995**LABOUR RELATIONS ACT, 1956****MOTOR INDUSTRY****AMENDMENT OF MAIN AGREEMENT**

I, TITO TITUS MBOWENI, Minister of Labour, hereby —

- (a) in terms of section 48(1)(a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 January 1996 and for the period ending 31 May 1996, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of section 48(1)(b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1(1)(b) of Division A, shall be binding, with effect from 1 January 1996 and for the period ending 31 May 1996, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the Amending Agreement.

MINISTER OF LABOUR**SCHEDULE****THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY****MAIN AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

South African Motor Industry Employers' Association
and the

South African Vehicle Builders' and Repairers' Association

(hereinafter referred to as the "employers" or the "employers' organisations"), 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

R2002 29 Desember 1995**WET OP ARBEIDSVERHOUDINGE, 1956****MOTORNYWERHEID****WYSIGING VAN HOOFOOREENKOMS**

Ek, TITO TITUS MBOWENI, Minister van Arbeid, verklaar hierby —

- (a) kragtens artikel 48(1)(a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 Januarie 1996 en vir die tydperk wat op 31 Mei 1996 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48(1)(b) van die genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1(1)(b) van Afdeling A, met ingang van 1 Januarie 1996 en vir die tydperk wat op 31 Mei 1996 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebied in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

MINISTER VAN ARBEID**BYLAE****DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID****HOOFOOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

South African Motor Industry Employers' Association
en die

South African Vehicle Builders' and Repairers' Association

(hierna die "werkgewers" of die "werkgewersorganisasies" 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

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

being the parties to the National Industrial Council for the Motor Industry,

to amend the Main Agreement published under Government Notice No. R.838 of 23 June 1995.

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 immediately before the commencement of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993);
 - (b) by the employers and the employees in the Motor Industry who are members of the employers' organisations and the trade unions, respectively.
- (2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall apply to—
 - (a) apprentices only in so far as they are not inconsistent with the provisions of or any conditions fixed under the Manpower Training Act, 1981; and
 - (b) trainees undergoing training under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of or any conditions fixed under that Act.
- (3) (a) The provisions of this Agreement on 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 038 per week if employed in any of Areas A;
 - (ii) R865 per week if employed in any of Areas B and C.
- (b) Employees earning in excess of R1 038 per week if employed in any of Areas A or R865 per week in Areas B and C shall not be required to work overtime other than on a voluntary basis, free from any form of intimidation.

Division C

Chapter I.....	Clause 4—Hours of work
	Clause 5—Overtime
	Clause 7—Sunday work
Chapter II—Part I :	Clause 5—Hours of work
	Clause 8—Overtime
	Clause 10—Sunday work
Chapters III, IV and V	Clause 5—Hours of work
	Clause 6—Overtime
	Clause 7—Sunday work

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid,

om die Hoofooreenkoms gepubliseer in Goewermentskennisgewing R.838 van 23 Junie 1995 te wysig.

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 inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993);
 - (b) deur die werkgewers en die werknemers in die Motornywerheid wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings.
- (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
 - (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 038 per week indien hulle in diens is in enigee van Gebiede A;
 - (ii) R865 per week indien hulle in diens is in enigee van Gebiede B en C.
- (b) Daar mag nie van werknemers wat meer as R1 038 per week verdien indien hulle werksaam is in enigee van Gebiede A of R865 per week in enigee van Gebiede B en C vereis word om oortyd te werk nie tensy dit op 'n vrywillige basis is, vry van enige vorm van intimidasie.

Afdeling C

Hoofstuk I	Klousule 4—Werkure
	Klousule 5—Oortydwerk
	Klousule 7—Sondagwerk
Hoofstuk II—Deel I:	Klousule 5—Werkure
	Klousule 8—Oortydwerk
	Klousule 10—Sondagwerk
Hoofstukke III, IV en V	Klousule 5—Werkure
	Klousule 6—Oortydwerk
	Klousule 7—Sondagwerk

DIVISION C—CHAPTER I

2. CLAUSE 3: WAGES

- (1) Substitute the following for the wages prescribed for **Grade 1: Forecourt attendant**:

Class of Employee	Minimum Wages					
	A Areas		B Areas		C Areas	
	Per week	Per hour	Per week	Per hour	Per week	Per hour
	R	R	R	R	R	R
Grade 1: Forecourt Attendant	144,00	3,20	108,00	2,40	99,00	2,20

- (2) Substitute the following for the wages prescribed in **C Areas** for **Grade 1: Char**:

“R99,00 per week R2,20 per hour”.

- (3) Substitute the following for the wages prescribed in the **C Areas** for **Grade 2 employee**:

“R152,55 per week R3,39 per hour”.

3. CLAUSE 13: RATIO

- (1) Substitute the following for this clause:

“(1) *Auto-electrician's assistant*: Subject to the proviso set out hereunder, an employer shall not engage an auto-electrician's assistant unless he employs at least one journeyman.

At no time shall the total number of auto-electrician's assistants at an establishment exceed the aggregate number of journeymen employed at the establishment by more than one.

(Note: Applications for exemption from the provisions of this subclause must be directed to the National Council, i.e. *not* to Regional Councils as in the case of other exemptions.)

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

(Note: The provisions of this subclause shall not be deemed to require an employer to discharge any B/A journeyman in his employ on the date of coming into operation of this Agreement).

- (3) *Body shop assistant*: Subject to the proviso set out hereunder, an employer shall not

AFDELING C—HOOFSTUK I

2. KLOUSULE 3: LONE

- (1) Vervang die lone soos voorgeskryf vir **Graad 1: Voorbaanassistent** deur die volgende:

Klas van Werknemer	Minimum Lone					
	Gebiede A		Gebiede B		Gebiede C	
	Per week	Per uur	Per week	Per uur	Per week	Per uur
	R	R	R	R	R	R
Graad 1: Voorbaan assistent	144,00	3,20	108,00	2,40	99,00	2,20

- (2) Vervang die lone soos voorgeskryf in **Gebiede C** vir **Graad 1: Skoonmaakster** met die volgende:

“R99,00 per week R2,20 per uur”.

- (3) Vervang die lone soos voorgeskryf in **Gebiede C** vir **Graad 2 Werknemer** deur die volgende:

“R152,55 per week R3,39 per uur”.

3. KLOUSULE 13: GETALVERHOUDING

- (1) Vervang hierdie klousule deur die volgende:

“(1) *Motorelektrisiën se assistent*: Behoudens die voorbehoudsbepaling hieronder uiteengesit, mag 'n werkgewer nie 'n motorelektrisiën se assistent in diens neem nie, tensy hy minstens een vakman in sy diens het.

Die totale getal motorelektrisiën se assistente in diens by 'n bedryfsinrigting mag nooit die totale getal vakmante in diens by daardie bedryfsinrigting met meer as een oorskry nie.

(Opmerking: Aansoeke om vrystelling van die bepaling van hierdie subklousule moet gerig word aan die Nasionale Raad, dit wil sê *nie* aan die Streekraade soos in die geval van ander vrystellings nie.)

- (2) *B/A vakman*: 'n Werkgewer mag nie 'n B/A-vakman in diens neem nie tensy daar minstens een vakman aktief in sy werkswinkel in diens is nie, en die getal B/A-vakmante in sy diens mag nooit die getal vakmante wat aktief in sy werkswinkel in diens is met meer as een oorskry nie.

(Opmerking: Daar moet nie geag word dat daar van 'n werkgewer ingevolge hierdie subklousule vereis kan word om 'n B/A-vakman wat op die datum van inwerkingtreding van hierdie Ooreenkoms in sy diens was, te ontslaan nie).

- (3) *Bakwinkelassistent*: Behoudens die voorbehoudsbepaling hieronder uiteengesit, mag 'n

engage a body shop assistant unless he employs at least one journeyman.

At no time shall the total number of body shop assistants employed at an establishment exceed the aggregate number of journeymen employed at that establishment by more than one:

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

(Note: Applications for exemption from the provisions of this subclause must be directed to the National Council, i.e. *not* to Regional Councils as in the case of other exemptions.)

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

- (5) *Motor cycle mechanic's assistant:* Subject to the proviso set out hereunder, an employer shall not engage a motor cycle mechanic's assistant unless he employs at least one journeyman.

At no time shall the total number of motor cycle mechanic's assistants employed at an establishment exceed the aggregate number of journeymen employed at that establishment by more than one:

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

(Note: Applications for exemption from the provisions of this subclause must be directed to the National Council, i.e. *not* to Regional Councils as in the case of other exemptions.)

- (6) *Repair shop assistants:* Subject to the provisos set out hereunder, an employer shall not engage a repair shop assistant unless he employs at least one journeyman.

At no time shall the total number of repair shop assistants employed at an establishment exceed the aggregate number of journeymen employed at that establishment by more than one:

werkgewer nie 'n bakwinkelassistent in diens neem nie, tensy hy minstens een vakman in diens het.

Die totale getal bakwinkelassistentie in diens by 'n bedryfsinrigting mag nooit die totale getal vakmanne in diens by die bedryfsinrigting met meer as een oorskry nie:

Met dien verstande daar nie geag word dat daar van 'n werkgewer ingevolge hierdie subklousule vereis word om 'n bakwinkelassistent wat op 2 Augustus 1982 in sy diens was, te ontslaan nie.

(Opmerking: Aansoeke om vrystelling van die bepalinge van hierdie subklousule moet gerig word aan die Nasionale Raad, dit wil sê *nie* aan die Streekraade soos in die geval van ander vrystellings nie.)

- (4) *Dieselpompkamerassistentie:* 'n Werkgewer mag nie 'n dieselpompkamerassistent in diens neem nie, tensy hy minstens een vakman aktief in sy pompkamer in diens het, en die aantal dieselpompkamerassistentie in sy diens mag nooit die getal vakmanne wat aktief in sy pompkamer in diens is met meer as een oorskry nie.

- (5) *Motorfietswerktuigkundige se assistent:* Behoudens die voorbehoudsbepalinge hieronder uiteengesit, mag 'n werkgewer nie 'n motorfietswerktuigkundige se assistent in diens neem nie, tensy hy minstens een vakman in diens het.

Die totale getal motorfietswerktuigkundige se assistente in diens by 'n bedryfsinrigting mag nooit die totale getal vakmanne in diens by daardie bedryfsinrigtings met meer as een oorskry nie:

Met dien verstande dat daar nie geag moet word dat daar van 'n werkgewer ingevolge hierdie subklousule vereis kan word om 'n motorfietswerktuigkundige se assistent wat op 2 Augustus 1982 in sy diens was, te ontslaan nie.

(Opmerking: Aansoeke om vrystelling van die bepalinge van hierdie subklousule moet gerig word aan die Nasionale Raad, dit wil sê *nie* aan die Streekraade soos in die geval van ander vrystellings nie.)

- (6) *Herstelwinkelassistentie:* Behoudens die voorbehoudsbepalinge hieronder uiteengesit, mag 'n werkgewer nie 'n herstelwinkelassistent in diens neem nie, tensy hy minstens een vakman in diens het.

Die totale getal herstelwinkelassistentie in diens by 'n bedryfsinrigting mag nooit die getal vakmanne in diens by die bedryfsinrigting met meer as een oorskry nie.

Provided that—

- (i) the provisions of this subclause shall not be deemed to require an employer to discharge any repair shop assistant in his employ on 2 August 1982;
- (ii) the provisions of this subclause shall not be deemed to require an employer to discharge any stripper in his employ on 25 July 1980, provided application is lodged by the employer for an exemption to continue the employment of such stripper in that capacity, which employment shall be subject to such terms and conditions as prescribed by the Council. [For the purposes of this subclause, "stripper" means an employee as defined in clause 3(105) of Part Preliminary A of the Main Agreement published under Government Notice No. R.1039 of 17 June 1977.]

(Note: Applications for exemptions from the provisions of this subclause must be directed to the National Council, i.e. *not* to Regional Councils as in the case of other exemptions.)

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

DIVISION C—CHAPTER IV

4. CLAUSE 3: EMPLOYEES

- (1) Substitute the following for subclauses (3) and (4) of this clause:

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

- (4) Subject to the proviso set out hereunder, an employer shall not engage an operative, grade A, operative, grade B, or operative, grade C, unless he employs at least one journeyman.

Met dien verstande dat—

- (i) daar nie geag moet word dat daar van 'n werkgewer ingevolge hierdie subklousule vereis kan word om 'n herstelwinkelassistent wat op 2 Augustus 1982 in sy diens was, te ontslaan nie;
- (ii) daar nie geag moet word dat daar van 'n werkgewer ingevolge hierdie subklousule vereis kan word om 'n stroper wat op 25 Julie 1980 in sy diens was te ontslaan nie, mits 'n werkgewer aansoek doen om vrystelling om die diens van sodanige stroper in daardie hoedanigheid voort te sit, welke diensvoortsetting onderworpe sal wees aan die voorwaardes en bepalinge van die Raad. [Vir die doeleindes van hierdie subklousule beteken "stroper" 'n werknemer soos omskryf in klousule 3(105) van Deel Preliminêre A van die Hoofdooreenkoms gepubliseer by Goewermentskennisgewing No. R.1039 van 17 Junie 1977.]

(Opmerking: Aansoeke om vrystelling van die bepalinge van hierdie subklousule moet aan die Nasionale Raad gerig word, dit wil sê *nie* aan die Streekraade soos in die geval van ander vrystellings nie.)

- (7) *Bromponiewerke:* 'n Werkgewer mag nie 'n bromponiewerke in diens neem nie, tensy hy minstens een vakmanmotorwerktuigkundige of motorfietswerktuigkundige aktief in sy werk-winkel in diens het, en die getal bromponiewerke by hom in diens mag nooit die getal motor-en motorfietswerktuigkundiges in sy diens met meer as een oorskry nie.
- (8) Waar 'n werkgewer in meer as een bedryfsinrigting in die Motorrywerheid sake doen, moet hierdie klousule met betrekking tot elke bedryfsinrigting afsonderlik nagekom word."

AFDELING C—HOOFSTUK IV

4. KLOUSULE 3: WERKNEMERS

- (1) Vervang subklousules (3) en (4) van hierdie klousule deur die volgende:

"(3) 'n Werkgewer mag nie 'n dieselpompkamerassistent in diens neem nie, tensy hy minstens een vakman aktief in sy pompkamer in diens het, en die aantal dieselpompkamerassistentie in sy diens mag nooit die getal vakmanne wat aktief in sy pompkamer in diens is met meer as een oorskry nie.

- (4) Behoudens die voorbehoudsbepalinge hieronder uiteengesit, mag 'n werkgewer nie 'n werkman graad A, werkman graad B of werkman graad C in diens neem nie, tensy hy minstens een vakman in diens het.

At no time shall the total number of operatives, grade A, operatives, grade B, or operatives, grade C, employed at an establishment exceed the aggregate number of journeymen employed at that establishment by more than one:

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

(Note: Applications for exemption from the provisions of this subclause must be directed to the National Council, i.e. *not* to Regional Councils as in the case of other exemptions.)”

5. CLAUSE 4: WAGES

- (1) Substitute the following for the wages prescribed for **Grade 1: Forecourt attendant**:

Class of Employee	Minimum Wages					
	A Areas		B Areas		C Areas	
	Per week	Per hour	Per week	Per hour	Per week	Per hour
	R	R	R	R	R	R
Grade 1: Forecourt Attendant	144,00	3,20	108,00	2,40	99,00	2,20

- (2) Substitute the following for the wages prescribed in **C Areas** for **Grade 1: Char**:
“R99,00 per week R2,20 per hour”.

- (3) Substitute the following for the wages prescribed in the **C Areas** for **Grade 2 employee**:
“R152,55 per week R3,39 per hour”.

Signed at Johannesburg, on behalf of the parties, this 16th day of November 1995.

T. NIEUWOUDT,

President of the Council

G. J. HAVENGA,

Vice-President of the Council

B. G. DU PREEZ,

General Secretary of the Council

Die totale getal werkmante graad A, werkmante graad B of werkmante graad C in diens in 'n bedryfsinrigting mag nooit die totale getal vakmante in diens by die bedryfsinrigting met meer as een oorskry nie.

Met dien verstande dat daar nie geag moet word dat daar 'n werkgewer ingevolge hierdie subklousule vereis kan word om 'n werkmantasjinis wat op 21 Junie 1974 in sy diens was, te ontslaan nie.

(Opmerking: Aansoeke om vrystelling van die bepalings van hierdie subklousule moet gerig word aan die Nasionale Raad, dit wil sê *nie* aan die Streekraade soos in die geval van ander vrystellings nie.)”

5. KLOUSULE 4: LONE

- (1) Vervang die lone voorgeskryf vir 'n **Graad 1: Voorbaanassistent** deur die volgende:

Klas van Werknemer	Minimum Lone					
	Gebiede A		Gebiede B		Gebiede C	
	Per week	Per uur	Per week	Per uur	Per week	Per uur
	R	R	R	R	R	R
Graad 1: Voorbaan assistent	144,00	3,20	108,00	2,40	99,00	2,20

- (2) Vervang die lone soos voorgeskryf in **Gebiede C** vir **Graad 1: Skoonmaakster** met die volgende:
“R99,00 per week R2,20 per uur”.

- (3) Vervang die lone soos voorgeskryf in **Gebiede C** vir **Graad 2 Werknemer** deur die volgende:
“R152,55 per week R3,39 per uur”.

Namens die partye op hede die 16de dag van November 1995 te Johannesburg onderteken.

T. NIEUWOUDT,

President van die Raad

G. J. HAVENGA,

Vise-president van die Raad

B. G. DU PREEZ,

Hoof-sekretaris van die Raad

R2003 29 December 1995**LABOUR RELATIONS ACT, 1956****MOTOR INDUSTRY****AMENDMENT OF AUTO WORKERS' PENSION FUND AGREEMENT**

I, TITO TITUS MBOWENI, Minister of Labour, hereby —

- (a) in terms of section 48(1)(a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 January, 1996 and for the period ending 31 July 1997, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of section 48(1)(b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1(1)(b), shall be binding, with effect from 1 January 1996 and for the period ending 31 July 1997, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the Amending Agreement.

MINISTER OF LABOUR**SCHEDULE****THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY****AUTO WORKERS' PENSION FUND AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

South African Motor Industry Employer's Association
and the

South African Vehicle Builders' and Repairers' Association

(hereinafter referred to as the "employers" or the "employers' organisations"), 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

R2003 29 Desember 1995**WET OP ARBEIDSVERHOUDINGE, 1956****MOTORNRYWERHEID****WYSIGING VAN PENSIOENFONDSOOREENKOMS VIR DIE MOTORWERKERS**

Ek, TITO TITUS MBOWENI, Minister van Arbeid, verklaar hierby —

- (a) kragtens artikel 48(1)(a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 Januarie 1996 en vir die tydperk wat op 31 Julie 1997 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48(1)(b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1(1)(b), met ingang van 1 Januarie 1996 en vir die tydperk wat op 31 Julie 1997 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebied in klousule 1 van die Wysigings-ooreenkoms gespesifiseer.

MINISTER VAN ARBEID**BYLAE****DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTORNRYWERHEID****MOTORWERKERSPENSIOENFONDS-OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

South African Motor Industry Employers' Association
en die

South African Vehicle Builders' and Repairers' Association

(hierna die "werkgewers" of die "werkgewersorganisasies" 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

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

being the parties to the National Industrial Council for the Motor Industry,

to amend the Auto Workers' Pension Fund Agreement published under Government Notice No. R.1510 of 25 July 1980, as amended and extended by Government Notices Nos. R.2022 of 3 October 1980, R.2635 of 24 December 1980, R.1017 of 15 May 1981, R.1280 of 26 June 1981, R.2318 of 26 October 1984, R.1203 of 30 May 1985, R.1725 of 15 August 1986, R.1803 of 21 August 1987, R.1689 of 19 August 1988, R.1488 of 29 June 1990, R.2553 of 31 December 1993 and R.835 and R.836 of 23 June 1995.

1. CLAUSE 2: SCOPE OF APPLICATION OF AGREEMENT

"(1) Subject to the provisions of subclause (2) of this clause, the terms of this Agreement shall be observed—

- (a) in the Motor Industry in the Republic of South Africa;
- (b) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions.

(2) Notwithstanding the provisions of subclause (1) of this clause, the provisions of this Agreement shall not apply to—

- (a) employees who prior to 24 August 1994 and 2 March 1994 would have been eligible for membership of the Motor Industry Employees' Union of South Africa and the Motor Industry Staff Association, respectively;
- (b) members of the National Union of Metalworkers of South Africa who are members of the Motor Industry Pension Fund;
- (c) journeymen who are not members of the National Union of Metalworkers of South Africa or apprentices who are not members of the National Union of Metalworkers of South Africa, other than those referred to in the definition of 'journeymen' and 'apprentices', respectively;
- (d) any employee who has been granted a retirement benefit by any fund which provides for such benefits;
- (e) employees in respect of whom their employer contributes, and for as long as their employer so contributes, to a pension fund/provident fund which was in operation on the date of coming into operation of this Agreement and which in the opinion of the Council provides benefits not less favourable than those provided by the Fund;

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid,

tot wysiging van die Motorwerkerspensioenfondsooreenkoms gepubliseer by Goewermentskennisgewing No. R.1510 van 25 Julie 1980, soos gewysig en verleng by Goewermentskennisgewings Nos. R.2022 van 3 Oktober 1980, R.2635 van 24 Desember 1980, R.1017 van 15 Mei 1981, R.1280 van 26 Junie 1981, R.2318 van 26 Oktober 1984, R.1203 van 30 Mei 1985, R.1725 van 15 Augustus 1986, R.1803 van 21 Augustus 1987, R.1689 van 19 Augustus 1988, R.1488 van 29 Junie 1990, R.2553 van 31 Desember 1993 en R.835 en R.836 van 23 Junie 1995.

1. KLOUSULE 2: TOEPASSINGSBESTEK VAN OOREENKOMS

"(1) Behoudens subklousule (2) van hierdie klousule moet hierdie Ooreenkoms nagekom word—

- (a) in die Motornywerheid in die Republiek van Suid-Afrika;
- (b) deur alle werkgewers wat lede is van die werkgewersorganisasies en deur alle werknemers in die Nywerheid wat lede is van die vakverenigings.

(2) Ondanks subklousule (1) van hierdie klousule is hierdie Ooreenkoms nie van toepassing nie op—

- (a) werknemers wat voor 24 Augustus 1994 en 2 Maart 1994 in aanmerking sou kom vir lidmaatskap van onderskeidelik die Motor Industry Employees' Union of South Africa en die Motor Industry Staff Association;
- (b) lede van die National Union of Metalworkers of South Africa wat lede is van die Pensioenfonds vir die Motornywerheid;
- (c) vakmanne wat nie lede van die National Union of Metalworkers of South Africa is nie of vakleerlinge wat nie lede van die National Union of Metalworkers of South Africa is nie, uitgesonderd dié van wie daar in omskrywing van onderskeidelik 'vakman' en 'vakleerling' melding gemaak word;
- (d) 'n werknemer aan wie aftreebystand toegestaan is deur 'n fonds wat vir sodanige bystand voorsiening maak;
- (e) werknemers ten opsigte van wie hul werkgewer bydra, en solank as wat hul werkgewer aldus bydra, tot 'n pensioenfonds/voorsorgfonds wat in werking was op die datum waarop hierdie Ooreenkoms in werking getree het en wat na die mening van die Raad bystand verskaf wat nie minder gunstig is nie as dié wat deur die Motorwerkerspensioenfonds verskaf word;

(f) any employee for six months from the date on which he begins employment in the Motor Industry: Provided that any employer may in his discretion waive this exclusion.”.

2. CLAUSE 4: MEMBERSHIP

Substitute the following for subclause (1):

“(1) Subject to the provisions of clause 2 of this Agreement and of subclause (2) of this clause, membership of the Fund shall be compulsory for every apprentice who applies for membership of the Fund and every journeyman and every employee employed in the Motor Industry who has not reached retirement age or who has not been granted pension fund benefits of the Fund and who does not elect to become a member of the Provident Fund.”.

Signed at Randburg, on behalf of the parties, this 3rd day of November 1995.

T. NIEUWOUDT,

.....
President of the Council

G. J. HAVENGA,

.....
Vice-President of the Council

B. G. DU PREEZ,

.....
General Secretary of the Council

(f) 'n werknemer vir ses maande vanaf die datum waarop hy by die Motornywerheid in diens tree: Met dien verstande dat 'n werkgever na goeëddunke van hierdie uitsluiting kan afsien.”.

2. KLOUSULE 4: LIDMAATSKAP

Vervang subklousule (1) deur die volgende:

“(1) Behoudens die bepalings van klousule 2 van hierdie Ooreenkoms en van subklousule (2) van hierdie klousule, is lidmaatskap van die Fonds verpligtend vir elke vakleerling wat aansoek doen om lidmaatskap en elke vakman en elke werknemer wat in die Motornywerheid werksaam is en wat nog nie die aftree-ouderdom bereik het of aan wie nog nie Pensioenbystand deur die Fonds toegestaan is nie en wat nie verkies om lid van die Voorsorgfonds te word nie.”.

Namens die partye op hede die 3de dag van November 1995 te Randburg onderteken.

T. NIEUWOUDT,

.....
President van die Raad

G. J. HAVENGA,

.....
Vise-president van die Raad

B. G. DU PREEZ,

.....
Hoof-sekretaris van die Raad

R2004 29 December 1995

LABOUR RELATIONS ACT, 1956**MOTOR INDUSTRY****AMENDMENT OF PENSION FUND AGREEMENT**

I, TITO TITUS MBOWENI, Minister of Labour, hereby, in terms of section 48(1)(a) of the Labour Relations Act, 1956, declare that provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 January 1996 and for the period ending 1 July 1997, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions.

MINISTER OF LABOUR**SCHEDULE****THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY****MOTOR INDUSTRY PENSION FUND AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

South African Motor Industry Employers' Association

and the

South African Vehicle Builders' and Repairers' Association

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the **Motor Industry Employees' Union of South Africa** and the

National Union of Metalworkers of South Africa

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

being the parties to the National Industrial Council for the Motor Industry,

to amend the Motor Industry Pension Fund Agreement published under Government Notice No. R.7 of 2 January 1981, as amended and renewed by Government Notices Nos. R.1581 of 30 July 1982, R.2319 of 26 October 1984, R.358 of 28 February 1986, R.1724 of 15 August 1986, R.1800 of 21 August 1987, R.1687 of 19 August 1988, R.1483 and R.1484 of 29 June

R2004 29 Desember 1995

WET OP ARBEIDSVERHOUDINGE, 1956**MOTORNRYWERHEID****WYSIGING VAN PENSIENFONDS-OOREENKOMS**

Ek, TITO TITUS MBOWENI, Minister van Arbeid, verklaar hierby, kragtens artikel 48(1)(a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 Januarie 1996 en vir die tydperk wat op 31 Julie 1997 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

MINISTER VAN ARBEID**BYLAE****DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNRYWERHEID****PENSIENFONDS VIR DIE MOTORNRYWERHEID OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

South African Motor Industry Employer's Association

en die

South African Vehicle Builders' and Repairers' Association

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die **Motor Industry Employees' Union of South Africa** en die

National Union of Metalworkers of South Africa

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Motornrywerheid,

tot wysiging van die Ooreenkoms vir die Pensioenfondse vir die Motornrywerheid, gepubliseer by Goewermentskennisgewing No. R.7 van 2 Januarie 1981 soos gewysig en hernieu by Goewermentskennisgewings Nos. R.1581 van 30 Julie 1982, R. 2319 van 26 Oktober 1984, R.358 van 28 Februarie 1986, R.1724 van 15 Augustus 1986, R.1800 van 21 Augustus 1987, R.1687

1990, R.522 of 15 March 1991, R.3050 of 13 December 1991 and R.2554 of 31 December 1993.

1. CLAUSE 2: SCOPE OF APPLICATION OF AGREEMENT

Substitute the following for clause 2:

“(1) The terms of this Agreement shall be observed throughout the Republic of South Africa by all employers in the Motor Industry who are members of the employers’ organisation and by—

- (a) all members of the Motor Industry Employees’ Union of South Africa, including apprentices; and
- (b) all journeymen members of the National Union of Metalworkers of South Africa who are in possession of a valid Grade CA or CAE membership card issued to them prior to 1 January 1984.

- (2) Notwithstanding the provisions of subclause (1), in the case of journeymen who are members of the National Union of Metalworkers of South Africa and their employers (in respect of such journeymen), the terms of this Agreement shall be observed only in the Province of KwaZulu-Natal, the Cape Province and the Magisterial Districts of Alberton, Barberton, Benoni, Bethal, Boksburg, Brakpan, Brits, Ermelo, Germiston, Heidelberg (Gauteng), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Lichtenburg, Middelburg (Gauteng), Nelspruit, Pietersburg, Piet Retief, Potchefstroom, Pretoria (including those portions of the Magisterial District of Odi and Moretele which, prior to 1 June 1972 (Government Notice No. 872 read with Government Notices Nos. 893 and 894 of 26 May 1972), fell within the Magisterial District of Pretoria], Randburg, Randfontein, Roodepoort, Rustenburg, Springs, Standerton, Vanderbijlpark, Vereeniging, Witbank, Bloemfontein (including those portions of the Magisterial Districts of Jagersfontein and Petrusburg which, prior to the publication of Government Notice No. 1106 of 26 July 1963, formed part of the Magisterial District of Bloemfontein, but excluding that portion of the Magisterial District of Bloemfontein which, prior to the publication of Government Notice No. 2076 of 19 November 1971, fell within the Magisterial District of Thaba Nchu) and Kroonstad (including that portion of the Magisterial District of Hennenman which, prior to the publication of Government Notice No. 790 of 30 May 1963, formed part of the Magisterial District of Kroonstad).”.

van 19 Augustus 1988, R.1483 en R.1484 van 29 Junie 1990, R.522 van 15 Maart 1991, R.3050 van 13 Desember 1991 en R.2554 van 31 Desember 1993.

1. KLOUSULE 2: TOEPASSINGSBESTEK VAN OOREENKOMS

Vervang klousule 2 deur die volgende:

“(1) Hierdie Ooreenkoms moet oral in die Republiek van Suid-Afrika nagekom word deur alle werkgewers in die Motornywerheid wat lede van die werkgewersorganisasies is en deur—

- (a) alle lede van die Motor Industry Employees’ Union of South Africa, met inbegrip van vakleerlinge; en
- (b) alle vakmanlede van die National Union of Metalworkers of South Africa wat in besit is van ’n geldige lidmaatskapkaart graad CA of graad CAE wat voor 1 Januarie 1984 aan hulle uitgereik is.

- (2) Ondanks subklousule (1) moet hierdie Ooreenkoms, in die geval van vakmanne wat lede is van die National Union of Metalworkers of South Africa en hul werkgewers (ten opsigte van sodanige vakmanne), nagekom word net in die provinsie Natal, die Kaapprovinsie en die landdrosdistrikte Alberton, Barberton, Benoni, Bethal, Boksburg, Brakpan, Brits, Ermelo, Germiston, Heidelberg (Gauteng), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Lichtenburg, Middelburg (Gauteng), Nelspruit, Pietersburg, Piet Retief, Potchefstroom, Pretoria (met inbegrip van die gedeeltes van die landdrosdistrikte Odi en Moretele wat voor 1 Junie 1972 (Goewermentskennisgewing No. 872, gelees saam met Goewermentskennisgewings Nos. 893 en 894 van 26 Mei 1972) binne die landdrosdistrik Pretoria geval het], Randburg, Randfontein, Roodepoort, Rustenburg, Springs, Standerton, Vanderbijlpark, Vereeniging, Witbank, Bloemfontein (met inbegrip van die gedeeltes van die landdrosdistrikte Jagersfontein en Petrusburg wat voor die publikasie van Goewermentskennisgewing No. 1106 van 26 Julie 1963 deel uitgemaak het van die landdrosdistrik Bloemfontein, maar uitgesonderd die gedeelte van die landdrosdistrik Bloemfontein wat voor die publikasie van Goewermentskennisgewing No. 2076 van 19 November 1971 binne die landdrosdistrik Thaba Nchu geval het) en Kroonstad (met inbegrip van die gedeelte van die landdrosdistrik Hennenman wat voor die publikasie van Goewermentskennisgewing No. 790 van 30 Mei 1963 deel uitgemaak het van die landdrosdistrik Kroonstad).”.

2. CLAUSE 3: DEFINITIONS

- (1) Delete the definition of "Region NC".
- (2) Substitute the following for the definition of "Region NL":

"**'Region NL'** means the Province of Natal as it existed before the commencement of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), and the Magisterial District of Mount Currie;"

- (3) Substitute the following for the definition of "Region OFS":

"**'Region OFS & NC'** means the Province of the Orange Free State and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafikeng, Philipstown, Postmasburg, Prieska, Upington, Vryburg and Warrenton;"

- (4) Substitute the following for the definition of "Region TVL":

"**'Region TVL'** means the Province of the Transvaal as it existed before the commencement of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993);"

- (5) In the definition of "Region WP" delete the words in brackets between the words "Somerset West" and "Stellenbosch".

3. CLAUSE 5: CONTRIBUTIONS

- (1) In subclause (1), substitute "7 per cent" for "6 per cent".
- (2) In subclause (5), delete the expression "Region NC: P.O. Box 446, Kimberley 8300" and substitute the expression "Region OFS & NC, P.O. Box 910, Bloemfontein 9300" for the expression "Region OFS: P.O. Box 910, Bloemfontein 9300".

Signed at Randburg, on behalf of the parties, this 3rd day of November 1995.

T. NIEUWOUDT,

President of the Council

G. J. HAVENGA,

Vice-President of the Council

B. G. DU PREEZ,

General Secretary of the Council

2. KLOUSULE 3: WOORDOMSKRYWING

- (1) Skrap die woordomskrywing "Streek NK".
- (2) Vervang die omskrywing "Streek NL" deur die volgende:

"**'Streek NL'** die provinsie Natal soos dit bestaan het voor die inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993, (Wet No. 200 van 1993), en die landdrosdistrik Mount Currie".

- (3) Vervang die omskrywing "Streek OVS" deur die volgende:

"**'Streek OVS & NK'** die provinsie van die Oranje Vrystaat en die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafikeng, Philipstown, Postmasburg, Prieska, Upington, Vryburg en Warrenton;"

- (4) Vervang die omskrywing "Streek TVL" deur die volgende:

"**'Streek TVL'** die provinsie Transvaal soos dit bestaan het voor die inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993);"

- (5) In die omskrywing "Streek WP" skrap die woorde tussen hakies tussen die woorde "Somerset-Wes" en "Stellenbosch".

3. KLOUSULE 5: BYDRAES

- (1) In subklousule (1) vervang "6 persent" deur "7 persent".
- (2) In subklousule (5) skrap die uitdrukking "Streek NK: Posbus 446, Kimberley 8300" en vervang die uitdrukking "Streek OVS: Posbus 910, Bloemfontein 9300" deur die uitdrukking "Streek OVS & NK: Posbus 910, Bloemfontein 9300".

Namens die partye op hede die 3de dag van November 1995 te Randburg onderteken.

T. NIEUWOUDT,

President van die Raad

G. J. HAVENGA,

Vise-president van die Raad

B. G. DU PREEZ,

Hoof-sekretaris van die Raad

R2005

29 December 1995

LABOUR RELATIONS ACT, 1956**MOTOR INDUSTRY****AMENDMENT OF MISA PENSION FUND AGREEMENT**

I, TITO TITUS MBOWENI, Minister of Labour, hereby, in terms of section 48(1)(a) of the Labour Relations Act, 1956, declare that provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 January 1996 and for the period ending 31 July 1997, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union.

MINISTER OF LABOUR**SCHEDULE****THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY****MISA PENSION FUND AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

South African Motor Industry Employers' Association
and the

South African Vehicle Builders' and Repairers' Association

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

Motor Industry Staff Association

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the National Industrial Council for the Motor Industry,

to amend the Misa Pension Fund Agreement published under Government Notice No. R.1530 of 25 July 1980, as amended and extended by Government Notices Nos. R.2634 of 24 December 1980, R.1582 of 30 July 1982, R.2320 of 26 October 1984, R.1201 of 30 May 1985, R.1726 of 15 August 1986, R.1801 of 21 August 1987, R.1688 of 19 August 1988, R.1485 and R.1486 of 29 June 1990, R.3049 of 13 December 1991, R.2555 of 31 December 1993 and R.923 of 23 June 1995.

R2005

29 Desember 1995

WET OP ARBEIDSVERHOUDINGE, 1956**MOTORNRYERHEID****WYSIGING VAN MISA-PENSIOENFONDS-OOREENKOMS**

Ek, TITO TITUS MBOWENI, Minister van Arbeid, verklaar hierby, kragtens artikel 48(1)(a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 Januarie 1996 en vir die tydperk wat op 31 Julie 1997 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

MINISTER VAN ARBEID**BYLAE****DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNRYERHEID****MISA-PENSIOENFONDSOOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

South African Motor Industry Employers' Association
en die

South African Vehicle Builders' and Repairers' Association

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

Motor Industry Staff Association

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nasionale Nywerheidsraad vir die Motornryerheid;

tot wysiging van die Misa-pensioenfondsooreenkoms gepubliseer by Goewermentskennisgewing No. R.1530 van 25 Julie 1980, soos gewysig en verleng by Goewermentskennisgewing Nos. R.2634 van 24 Desember 1980, R.1582 van 30 Julie 1982, R.2320 van 26 Oktober 1984, R.1201 van 30 Mei 1985, R.1726 van 15 Augustus 1986, R.1801 van 21 Augustus 1987, R.1688 van 19 Augustus 1988, R.1485 en R.1486 van 29 Junie 1990, R.3049 van 13 Desember 1991, R.2555 van 31 Desember 1993 en R.923 van 23 Junie 1995.

1. CLAUSE 2: SCOPE OF APPLICATION OF AGREEMENT

(1) Subject to the exclusions referred to in subclause (2) of this clause and in clause 5 of the Agreement published under Government Notice No. R.1530 of 25 July 1980, as amended and renewed from time to time, the terms of this Agreement shall be binding in the Regions defined herein upon all employers in the Motor Industry who are members of the employers' organisations other than those employers who—

(a) are registered as vehicle body builders in terms of the provisions of Chapter II of the Main Agreement for the Motor Industry published under Government Notice No. R.1495 of 25 July 1980; and/or

(b) are registered as manufacturers in terms of the provisions of Chapter III of the said Main Agreement:

and upon all male clerical employees under 65 years of age and female clerical employees under 60 years of age who are members of the trade union and who are not employed by the employers referred to in paragraphs (a) and (b) of this subclause.

(2) An employer who had in operation on 1 September 1965 and continues to operate and participate in a pension scheme which covers his clerical employees shall not, in respect of those in his employees who are participants in such pension scheme and, subject to the exceptions detailed in subclause (3) of this clause, be subject to the provisions of this Agreement.

(3) The exclusion contained in subclause (2) of this clause shall not apply—

(a) if an employer's pension scheme is amended in a manner, or is replaced by another pension scheme, which results in less favourable pension benefits for his clerical employees than those provided by the scheme which was in existence on 1 September 1965;

(b) in respect of employees who must complete a period of probation before they become eligible for membership of the employers' scheme—

(i) in all cases, in respect of any period by which the probationary period exceeds 12 months; and

(ii) in the case of employees who are members of the Misa Pension Fund established in terms of the Agreement published under Government Notice No. R.1253 of 27 August 1965 from the time they join the employer's service, until the period of probation has been completed.

1. KLOUSULE 2: TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens die uitsonderings bedoel in subklausule (2) van hierdie klousule en in klousule 5 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R.1530 van 25 Julie 1980, soos van tyd tot tyd gewysig en hernieu, is hierdie Ooreenkoms in die Streke hierin omskryf, bindend vir alle werkgewers in die Motornywerheid wat lede van die werkgewersorganisasies is, uitgesonderd die werkgewers wat—

(a) ingevolge Hoofstuk II van die Hoof-ooreenkoms vir die Motornywerheid, gepubliseer by Goewermentskennisgewing No. R.1495 van 25 Julie 1980, as voertuigbakbouers geregistreer is; en/of

(b) ingevolge Hoofstuk III van genoemde Hoof-ooreenkoms as vervaardigers geregistreer is;

en vir alle manlike klerke onder die ouderdom van 65 jaar en vroulike klerke onder die ouderdom van 60 jaar wat lede van die vakvereniging is en nie in diens is nie by die werkgewers wat in paragrawe (a) en (b) van hierdie subklousule bedoel word.

(2) 'n Werkgewer wat op 1 September 1965 'n pensioenskema in werking gehad het wat sy klerke dek en wat voortgaan om die pensioenskema in werking te hou en daaraan deel te neem, is nie, behoudens die uitsonderings in subklousule (3) van hierdie klousule vermeld, aan hierdie Ooreenkoms onderworpe wat betref sy werknemers wat aan so 'n pensioenskema deelneem nie.

(3) Die uitsondering in subklousule (2) van hierdie klousule vervat is, is nie van toepassing nie—

(a) as 'n werkgewer se pensioenskema gewysig word op 'n wyse wat, of vervang word deur 'n ander pensioenskema wat, minder gunstige pensioenvoordele vir sy klerke meebring as dié verskaf deur die skema wat op 1 September 1965 bestaan het;

(b) op werknemers wat 'n proeftydperk voltooi voordat hulle vir lidmaatskap van die werkgewer se skema in aanmerking kom—

(i) in alle gevalle, ten opsigte van 'n tydperk wat die proeftydperk langer as 12 maande is; en

(ii) in die geval van werknemers wat lede is van die Misa-pensioenfonds wat gestig is ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R.1253 van 27 Augustus 1965, vanaf die tyd wat hulle by die werkgewer in diens tree totdat die proeftydperk voltooi is.

2. CLAUSE 3: DEFINITIONS

(1) Delete the definition of "Region NC".

(2) Substitute the following for the definition of "Region NL":

"**Region NL**' means the Province of Natal as it existed before the commencement of the Constitution of the Republic of South Africa 1993 (Act No. 200 of 1993), and the Magisterial District of Mount Currie."

(3) Substitute the following for the definition of "Region OFS":

"**Region OFS & NC**' means the Province of the Orange Free State and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafikeng, Philipstown, Postmasburg, Prieska, Upington, Vryburg and Warrenton;"

(4) Substitute the following for the definition of "Region TVL":

"**Region TVL**' means the Province of the Transvaal as it existed before the commencement of the Constitution of the Republic of South Africa 1993 (Act No. 200 of 1993);".

(5) In the definition of "Region WP", delete the expression in brackets between the expressions "Somerset West" and "Stellenbosch".

3. CLAUSE 5: MEMBERSHIP

(1) Substitute the following for subclause (1):

"(1) Subject to the provisions of clause 2 and of subclause (4) of this clause, membership of the Fund shall be compulsory for all clerical employees under the age of 65 years: Provided that an employee who is 55 years of age or over at the time he becomes a clerical employee in terms of this Agreement may claim exemption by applying in writing to the Regional Council concerned."

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

"(2) Every clerical employee for whom membership of the Fund is compulsory in terms of this clause shall, if he has not already done so in terms of a previous Agreement, complete the form prescribed in Annexure A to this Agreement and within one month after the date on which this Agreement comes into operation, or after such employee becomes employed in the Motor Industry, must lodge such completed form with the Secretary of the Regional Council for the Region in which such clerical employee is employed."

2. KLOUSULE 3: WOORDOMSKRYWING

(1) Skrap die woordomskraving van "Streek NK".

(2) Vervang die volgende vir "Streek NL":

"**Streek NL**" die provinsie Natal soos dit bestaan het voor die inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993, (Wet No. 200 van 1993), en die landdrosdistrik Mount Currie."

(3) Vervang die omskriving "Streek OVS" deur die volgende:

"**Streek OVS en NK**" die provinsie van die Oranje Vrystaat en die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafikeng, Philipstown, Postmasburg, Prieska, Upington, Vryburg en Warrenton;"

(4) Vervang die omskriving "Streek TVL" deur die volgende:

"**Streek TVL**" die provinsie Transvaal soos dit bestaan het voor die inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993).

(5) In die woordomskraving "Streek WP" skrap die uitdrukking tussen hakies tussen die uitdrukking "Somerset-Wes" en "Stellenbosch".

3. KLOUSULE 5: LIDMAATSKAP

(1) Vervang klousule (1) deur die volgende:

"(1) Behoudens die bepalings van klousule 2 en subklousule (4) van hierdie klousule, is lidmaatskap van die Fonds verpligtend vir alle klerklike werknemers onder die ouderdom van 65 jaar: Met dien verstande dat 'n werknemer wat 55 jaar en ouer is tydens die tyd dat hy 'n klerklike werknemer word volgens die bepalings van hierdie Ooreenkoms vrystelling mag eis deur skriftelik aansoek te doen by die betrokke Streekraad."

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

"(2) Elke klerklike werknemer vir wie lidmaatskap van die Fonds verpligtend is ingevolge die bepalings van hierdie klousule, moet, indien hy dit nie ingevolge 'n vorige Ooreenkoms alreeds gedoen het nie, die vorm in Aanhangsel A van hierdie Ooreenkoms voorgeskrif invul en binne een maand na die inwerkingtreding van hierdie Ooreenkoms, of nadat sodanige 'n werknemer in diens tree van die Motornywerheid, die voltooide vorm by die Sekretaris van die Streekraad waarin hy werksaam is, indien."

4. CLAUSE 6: CONTRIBUTIONS

- (1) In subclause (1), substitute "7 per cent" for "6 per cent".
- (2) In subclause (5), delete the expression "Region NC: PO Box 446, Kimberley 8300" and substitute the expression "Region OFS & NC, P.O. Box 910, Bloemfontein 9300" for the expression "Region OFS: P.O. Box 910, Bloemfontein 9300".

5 ANNEXURE A TO THE MISA PENSION FUND AGREEMENT

- (1) Delete the expression "Part I" at the beginning of the Annexure.
- (2) Delete Part II of Annexure A.

Signed at Randburg, on behalf of the parties, this 3rd day of November 1995.

T. NIEUWOUDT,

President of the Council

G. J. HAVENGA,

Vice-President of the Council

B. G. DU PREEZ,

General Secretary of the Council

4. KLOUSULE 6: BYDRAES

- (1) In subklausule (1) vervang "6 persent" deur "7 persent".
- (2) In subklausule (5) skrap die uitdrukking "Streek NK: Posbus 446, Kimberley 8300" en vervang die uitdrukking "Streek OVS: Posbus 910, Bloemfontein 9300" deur die uitdrukking "Streek OVS en NK: Posbus 910, Bloemfontein 9300".

5 AANHANGSEL A VAN DIE MISA-PENSIOEN-FONDSOOREENKOMS

- (1) Skrap die uitdrukking "Deel I" aan die begin van die Aanhangsel.
- (2) Skrap Deel II van die Aanhangsel A.

Namens die partye op hede die 3de dag van November 1995 te Randburg onderteken.

T. NIEUWOUDT,

President van die Raad

G. J. HAVENGA,

Vise-president van die Raad

B. G. DU PREEZ,

Hoof-sekretaris van die Raad

R2006

29 December 1995

LABOUR RELATIONS ACT, 1956**CANCELLATION OF GOVERNMENT
NOTICE****MOTOR INDUSTRY****MOTOR INDUSTRY SICK AND ACCIDENT PAY
FUND AGREEMENT**

I, TITO TITUS MBOWENI, Minister of Labour, hereby, in terms of section 48(5) of the Labour Relations Act, 1956, cancel Government Notice R.874 of 15 June 1995 with effect from 1 January 1996.

MINISTER OF LABOUR

R2007

29 December 1995

LABOUR RELATIONS ACT, 1956**MOTOR INDUSTRY****MOTOR INDUSTRY SICK,
ACCIDENT AND MATERNITY PAY FUND
AGREEMENT**

I, TITO TITUS MBOWENI, Minister of Labour, hereby, in terms of section 48(1)(a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 January 1996 and for the period ending 31 July 1997, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions.

MINISTER OF LABOUR

SCHEDULE**THE NATIONAL INDUSTRIAL COUNCIL FOR THE
MOTOR INDUSTRY****MOTOR INDUSTRY SICK, ACCIDENT AND
MATERNITY PAY FUND AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

**South African Motor Industry Employer's
Association
and the**

R2006

29 Desember 1995

WET OP ARBEIDSVERHOUDINGE, 1956**INTREKKING VAN GOEWERMENTS-
KENNISGEWING****MOTORNRYWERHEID****SIEKTE- EN ONGEVALLEBYSTANDSFONDS-
OOREENKOMS VIR DIE MOTORNRYWERHEID**

Ek, TITO TITUS MBOWENI, Minister van Arbeid, trek hierby, kragtens artikel 48(5) van die Wet op Arbeidsverhoudinge, 1956, Goewermetskennisgewing R.874 van 15 Junie 1995 in met ingang van 1 Januarie 1996.

MINISTER VAN ARBEID

R2007

29 Desember 1995

WET OP ARBEIDSVERHOUDINGE, 1956**MOTORNRYWERHEID****SIEKTE-, ONGEVALLE- EN KRAAMBYSTANDS-
FONDSOOREENKOMS VIR DIE
MOTORNRYWERHEID**

Ek, TITO TITUS MBOWENI, Minister van Arbeid, verklaar hierby, kragtens artikel 48(1)(a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 Januarie 1996 en vir die tydperk wat op 31 Julie 1997 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die genoemde Ooreenkoms aangegaan he en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

MINISTER VAN ARBEID

BYLAE**DIE NASIONALE NYWERHEIDSRAAD VIR
DIE MOTORNRYWERHEID****SIEKTE-, ONGEVALLE- EN
KRAAMBYSTANDSFONDS VIR DIE
MOTORNRYWERHEID OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

**South African Motor Industry Employer's
Association
en die**

South African Vehicle Builders' and Repairers' Association

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

Motor Industry Employees' Union of South Africa, Motor Industry Staff Association

and the

National Union of Metalworkers of South Africa

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the National Industrial Council for the Motor Industry.

CLAUSE 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 48(1) of the Act and shall remain in operation for the period ending 31 July 1997, or for such period as may be determined by the Minister.

CLAUSE 2: SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Regions defined herein by all employers in the Motor Industry who are members of the employers' organisations and by all employees in the said Industry who are members of the trade unions.

CLAUSE 3: DEFINITIONS

Any terms used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act; any reference to an Act shall include any amendments thereto; and unless the contrary intention appears, words importing the masculine gender shall include females, and vice versa; further, unless inconsistent with the text—

"**Act**" means the Labour Relations Act, 1956;

"**apprentice**" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981;

"**Council**" means the National Industry Council for the Motor Industry registered in terms of section 19 of the Act;

"**female member**" means a female employee who is a member of one of the trade unions and who is employed by an employer who is a member of one of the employers' organisations which is a party to the Council;

"**Fund**" means the Motor Industry Sick, Accident and Maternity Pay Fund established in terms of this Agreement;

"**Main Agreement**" means the Agreement in which wages and other conditions of service are prescribed for employees in the Motor Industry;

South African Vehicle Builders' and Repairers' Association

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

Motor Industry Employees' Union of South Africa, Motor Industry Staff Association

en die

National Union of Metalworkers of South Africa

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant, wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid.

KLOUSULE 1: GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48(1) van die Wet vasstel en bly van krag vir die tydperk wat op 31 Julie 1997, eindig, of vir dié tydperk wat die Minister bepaal.

KLOUSULE 2: TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Streke wat hierin omskryf word, nagekom word deur alle werkgewers in die Motornywerheid wat lede van die werkgewersorganisasies is en deur alle werknemers in genoemde Nywerheid wat lede van die vakverenigings is.

KLOUSULE 3: WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet op Arbeidsverhoudinge 1956, omskryf is, het dieselfde betekenis as in daardie Wet; waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van dié wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue, en omgekeerd; voorts, tensy onbestaanbaar met die samehang, beteken—

"**Wet**" die Wet op Arbeidsverhoudinge, 1956;

"**vakleerling**" 'n werknemer wat 'n skriftelike kontrak van vakleerlingskap uitdien wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is of geag word geregistreer te wees;

"**Raad**" die Nasionale Nywerheidsraad vir die Motornywerheid soos geregistreer ingevolge artikel 19 van die Wet;

"**vroulike lid**" 'n vroulike werknemer wat 'n lid is van een van die vakverenigings en wat in diens is van 'n werkgewer wat lid van een van die werkgewersorganisasies is wat 'n party tot die Raad is;

"**Fonds**" die Siekte-, Ongevalle- en Kraambystandfonds vir die Motornywerheid wat ooreenkomstig hierdie Ooreenkoms ingestel is;

"**Hoofooreenkoms**" die Ooreenkoms waarin lone en ander diensvoorwaardes voorgeskryf word vir werknemers in die Motornywerheid;

"member" means any employee registered as a member of the Fund in terms of clause 5 of this Agreement and in respect of whom contributions are made to the Fund;

"Motor Industry" means the Motor Industry as defined in the Main Agreement of the Council;

"Region BR" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Fort Beaufort, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka and Wodehouse;

"Region EP" means the Municipal areas of Despatch and Grahamstown and the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Cradock, Colesberg, George, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Knysna, Middelburg, (Eastern Cape), Mossel Bay, Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (Northern Cape), Steynsburg, Steytlerville, Somerset East, Uitenhage, Uniondale, Venterstad and Willowmore;

"Region NL" means the Province of Natal as it existed immediately before the commencement of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), and the Magisterial District of Mount Currie;

"Region OFS & NC" means the Province of the Orange Free State and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafikeng, Philipstown, Postmasburg, Prieska, Upington, Vryburg and Warrenton;

"Region TVL" means the Province of the Transvaal as it existed immediately before the commencement of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993);

"Region WP" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, The Cape, Carnarvon, Ceres, Clanwilliam, Fraserburg, Goodwood, Heidelberg (Western Cape), Hermanus, Hopefield, Kuils River, Ladismith, Laingsburg, Malmesbury, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg;

"Regional Council" means a committee appointed as such by the Council in terms of its Constitution for any Region herein defined;

"rules" means the rules of the Fund in force from time to time and as prescribed in terms of clause 8 of this Agreement;

"week" means a period of seven consecutive days commencing at midnight on a Sunday.

"lid" 'n werknemer wat ooreenkomstig klousule 5 van hierdie Ooreenkoms as lid van die Fonds geregistreer is en ten opsigte van wie bydraes tot die Fonds gemaak word;

"Motornywerheid" die Motornywerheid soos omskryf in die Hoofooreenkoms van die Raad;

"Streek BR" die landdrosdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Oos-Londen, Elliot, Fort Beaufort, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka en Wodehouse;

"Streek OP" die munisipale gebiede Despatch en Grahamstown en die landdrosdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Cradock, Colesberg, George, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Knysna, Middelburg (Oos-Kaap), Mosselbaai, Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (Noord-Kaap), Steynsburg, Steytlerville, Somerset-Oos, Uitenhage, Uniondale, Venterstad en Willowmore;

"Streek NL" die provinsie Natal soos dit bestaan het onmiddellik voor die inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993) en die landdrosdistrik Mount Currie;

"Streek OVS & NK" die provinsie Oranje Vrystaat, en die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafikeng, Philipstown, Postmasburg, Prieska, Upington, Vryburg en Warrenton;

"Streek TVL" die provinsie Transvaal, soos dit bestaan het onmiddellik voor die inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993);

"Streek WP" die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Die Kaap, Carnarvon, Ceres, Clanwilliam, Fraserburg, Goodwood, Heidelberg (Wes-Kaap), Hermanus, Hopefield, Kuilsrivier, Ladismith, Laingsburg, Malmesbury, Montagu, Moorreesburg, Namakwaland, Paarl, Piketberg, Prince Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg;

"Streekraad" 'n komitee wat die Raad ooreenkomstig sy konstitusie as sodanig aangestel het vir 'n Streek hierin omskryf;

"reëls" die reëls van die Fonds in werking van tyd tot tyd en soos voorgeskryf ooreenkomstig klousule 8 van hierdie Ooreenkoms;

"week" 'n tydperk van sewe agtereenvolgende dae wat om middernag op 'n Sondag begin.

CLAUSE 4: CONTINUATION AND OBJECTS OF THE FUND

- (1) The Fund established in terms of the Agreement published under Government Notice R.1600 of 30 July 1982 is hereby continued, known and referred to as the "Motor Industry Sick, Accident and Maternity Pay Fund" (hereinafter referred to as the "Fund").
- (2) The Fund shall consist of—
 - (a) the moneys as at the date of coming into operation of this Agreement, standing to the credit of the Motor Industry Sick and Accident Pay Fund;
 - (b) contributions prescribed in this Agreement;
 - (c) interest on investments; and
 - (d) any other moneys to which the Fund may become entitled.
- (3) The objects of the Fund shall be, in accordance with the rules of the Fund as determined from time to time, to—
 - (a) assist members of the Fund who suffer losses of wages or salary through absenteeism resulting from incapacity owing to accident or sickness; and
 - (b) assist female members who suffer losses of wages through absenteeism resulting from the pregnancy of such members.

CLAUSE 5: MEMBERSHIP

- (1) Membership of the Fund shall be compulsory for all employees in the Motor Industry who are members either of the Motor Industry Employees' Union of South Africa or the Motor Industry Staff Association or the National Union of Metalworkers of South Africa and who are employed by an employer who is a member of one of the employers' organisations which are parties to the Council.
- (2) Subject to subclause (1) hereof, every member shall complete the form prescribed in Annexure A to this Agreement and lodge such completed form with the secretary of the Regional Council for the Region in which he is employed within one month after the date on which he enters or re-enters or becomes employed in the Motor Industry, and shall furnish such additional information or documentary evidence as the Regional Council concerned may require.
- (3) Membership of the Fund shall terminate directly a member ceases to be employed in the Motor Industry.
- (4) Any member whose membership of the Fund has terminated shall forfeit all claims on the Fund and if re-admitted to membership shall be regarded as an entirely new member unless otherwise decided by the Regional Council concerned.

KLOUSULE 4: VOORTSETTING EN DOELSTELLING VAN DIE FONDS

- (1) Die Fonds ingestel kragtens die bepalings van die Ooreenkoms gepubliseer by Goewermenskennisgewing R.1600 van 30 Julie 1982 word hierby verleng, bekend staan as en word genoem die "Siekte-, Ongevalle- en Kraambystandfonds" Motornywerheid (hierna genoem die "Fonds").
- (2) Die Fonds bestaan uit—
 - (a) alle gelde wat met die inwerkingtreding van hierdie Ooreenkoms tot die krediet van die Siekte- en Ongevallebystandfonds vir die Motornywerheid is;
 - (b) bydraes soso voorgeskryf in hierdie Ooreenkoms;
 - (c) rente op beleggings; en
 - (d) enige ander gelde waarop die Fonds geregtig is.
- (3) Die doel van die Fonds is, ooreenkomstig die reëls van die Fonds soos van tyd tot tyd vasgestel, om—
 - (a) lede van die Fonds te help wat verliese aan lone of salaris ly weens afwesigheid as gevolg van ongeskiktheid vanweë 'n ongeluk of siekte; en
 - (b) bystand aan vroulike lede te verleen wat lone verbeur deur afwesigheid weens swangerskap van sodanige lede.

KLOUSULE 5: LIDMAATSKAP

- (1) Lidmaatskap van die fonds is verpligtend vir alle werknemers in die Motornywerheid wat lede is van die "Motor Industry Employees' Union of South Africa" of die "Motor Industry Staff Association" of die "National Union of Metalworkers of South Africa" en wat in die motornywerheid werksaam is by 'n werkgewer wat lid is van een van die werkgewersorganisasies wat partye is van die Raad.
- (2) Behoudens subklousule (1) hiervan, moet elke lid die vorm invul wat in Aanhangsel A van hierdie Ooreenkoms voorgeskryf word en sodanige ingevulde vorm indien by die sekretaris van die Streekraad vir die Streek waarin hy in diens is, en wel binne een maand ná die datum waarop hy tot die Motornywerheid toetree of hertoetree of daarin in diens geneem word, en moet hy sodanige bykomende inligting of dokumentêre bewyse verstrek as wat die betrokke Streekraad vereis.
- (3) Lidmaatskap van die Fonds eindig sodra 'n lid ophou om in die Motornywerheid werksaam te wees.
- (4) 'n Lid wie se lidmaatskap van die Fonds beëindig is, verbeur alle aansprake op die Fonds, en as hy weer lid word, word hy as 'n heeltemal nuwe lid beskou tensy die betrokke Streekraad anders besluit.

CLAUSE 6: CONTRIBUTIONS

- (1) In respect of each week of employment of each of the undermentioned classes of employee in his employ, every employer shall contribute the amounts indicated to the Fund as follows:
- (a) In respect of each employee who is a member of the Motor Industry Employees' Union of South Africa or the Motor Industry Staff Association or the National Union of Metalworkers of South Africa, R1,80 per week;
 - (b) in respect of each female member as defined in clause 3 of this Agreement, R1,50 per week:

Provided that where an employee receives or is entitled to receive wages for less than 23 hours in any week, no contributions shall be payable in respect of such employee for that week.

- (2) The contributions referred to in subclause (1) of this clause shall be paid each month to the secretary of the Regional Council for the Region within the area of jurisdiction in which the employer's establishment is situated and shall be accompanied by a written statement containing the following details:
- (a) Name and initials of each employee;
 - (b) amount of the contribution remitted in respect of each employee;
 - (c) date service began or date service ended, in the case of employees whose employment began or ended since the details were last submitted.
- (3) Every employer shall pay the total amount of the contributions payable and render the statement of details required each month in terms of subclause (2) of this clause to the secretary of the Regional Council concerned by not later than the 10th day of the month immediately following the month to which the contributions and details relate.

Note:

- (a) The present postal addresses of the secretaries of the various Regional Councils are as follows:
Region BR: P.O. Box 714, East London, 5200
Region EP: P.O. Box 3164, Port Elizabeth, 6000
Region NL: P.O. Box 17263, Congella, 4013
Region OFS & NC: P.O. Box 910, Bloemfontein, 9300
Region TVL: P.O. Box 8477, Johannesburg, 2000
Region WP: P.O. Box 1946, Cape Town, 8000.
- (b) Forms prepared specifically for the inclusion of the details required by this clause are obtainable on application from the secretary of the Regional Council concerned.

KLOUSULE 6: BYDRAES

- (1) 'n Werkgewer moet ten opsigte van elke week van diens van die ondergenoemde klasse werknemers, die onderstaande bedrae aan die Fonds oorbetal—
- (a) Ten opsigte van elke werknemer wat lid is hetsy van die Motor Industry Employees' Union of South Africa of the Motor Industry Staff Association of die National Union of Metalworkers of South Africa, R1,80 per week;
 - (b) ten opsigte van elke vroulike lid soos omskryf in klousule 3 van hierdie ooreenkoms, R1,50 per week:

Met dien verstande dat daar 'n werknemer loon ontvang of geregtig is om dit te ontvang vir minder as 23 uur in 'n week, geen bydraes betaalbaar is ten opsigte van so 'n werknemer vir daardie week nie.

- (2) Die bydraes in subklousule (1) van hierdie klousule bedoel, moet elke maand betaal word aan die sekretaris van die Streekraad vir die Streek binne die jurisdiksiegebied waarin die werkgewer se bedryfsinrigting geleë is en moet vergesel gaan van 'n skriftelike staat wat die volgende besonderhede bevat:
- (a) Naam en voorletters van elke werknemer;
 - (b) bedrag van bydrae aangestuur ten opsigte van elke werknemer;
 - (c) datum van diensaanvaarding of datum van diensbeëindiging, in die geval van werknemers wie se diens begin of geëindig het sedert die besonderhede laas verstrek was.
- (3) Elke werkgewer moet die totale bedrag van die bydraes wat betaalbaar is en die staat van besonderhede wat ingevolge subklousule (2) van hierdie klousule elke maand vereis word, voor of op die 10de dag van die maand wat onmiddellik volg op die maand waarop die bydraes en besonderhede betrekking het, aan die sekretaris van die betrokke Streekraad besorg.

Let Wel:

- (a) Die huidige posadres van die sekretarisse van die verskillende Streekraade is soos volg:
Streek BR: Posbus 714, Oos-Londen, 5200
Streek OP: Posbus 3164, Port Elizabeth, 6000
Streek NL: Posbus 17263, Congella, 4013
Streek OVS & NK: Posbus 910, Bloemfontein, 9300
Streek TVL: Posbus 8477, Johannesburg, 2000
Streek WP: Posbus 1946, Kaapstad, 8000.
- (b) Vorms wat spesiaal opgestel is vir die insluiting van die besonderhede wat ooreenkomstig hierdie klousule vereis word, is op aanvraag verkrygbaar van die sekretaris van die betrokke Streekraad.

- (4) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of $1\frac{1}{2}$ per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

CLAUSE 7: BENEFITS

Subject to the provisions of the Fund's rules, every member possessing the necessary qualifications therefor and in respect of whom the requisite number of contributions to the Fund has been made shall be eligible for the Fund's benefits in force from time to time as prescribed in such rules.

CLAUSE 8: ADMINISTRATION

- (1) The Fund shall be administered by the Regional Councils in accordance with the rules prescribed for the purpose by the Council. Such rules shall not be inconsistent with the provisions of this Agreement or the Act and shall, *inter alia*, prescribe—
 - (a) the Fund's benefits and the qualifications attaching thereto;
 - (b) the procedure for the lodging and payment of claims.
- (2) The Council may at any time make new rules or alter or repeal any existing rules.
- (3) Copies of the Fund's rules in force and particulars of any amendments thereto shall be lodged with the Director-General of Labour.

CLAUSE 9: POWERS AND DUTIES OF REGIONAL COUNCILS

- (1) Subject to the direction of the Council and to the terms of this Agreement, every Regional Council shall have full control of the affairs of the Fund in the Region for which it is appointed.
- (2) Every member of the Fund shall be provided by the Regional Council concerned with a copy of the rules referred to in clause 8 hereof.
- (3) A Regional Council may—
 - (a) engage employees to assist in the administration of the Fund under such conditions as it may determine;
 - (b) refuse or withhold any or all benefits from any member who, in its opinion, has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members: Provided that such member shall, if he so requests, be given the opportunity of appearing

- (4) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers van $1\frac{1}{2}$ persent per maand of gedeelte daarvan vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na goeë dunske betaling van sodanige rente of gedeelte daarvan kwy te skeld.

KLOUSULE 7: BYSTAND

Behoudens die bepalings van die Fonds se reëls, kom elke lid wat die nodige kwalifikasies daarvoor besit en ten opsigte van wie die vereiste getal bydraes tot die Fonds gemaak is, in aanmerking vir die bystand van die Fonds wat van tyd tot tyd geldig is soos in hierdie reëls voorgeskryf.

KLOUSULE 8: ADMINISTRASIE

- (1) Die Fonds word deur Streekrade geadminestreer volgens reëls wat vir dié doel deur die Raad voorgeskryf word. Sodanige reëls mag nie onbestaanbaar met die bepalings van hierdie Ooreenkoms of die Wet wees nie, en moet, onder andere, die volgende voorskryf—
 - (a) die Fonds se bystand en die vereistes daaraan verbonde;
 - (b) die prosedure in verband met die indiening en uitbetaling van eise.
- (2) Die Raad kan te eniger tyd nuwe reëls formuleer of bestaande reëls wysig of intrek.
- (3) Eksemplare van die geldige reëls van die Fonds en besonderhede van alle wysigings daarvan moet by die Direkteur-generaal van Arbeid ingedien word.

KLOUSULE 9: BEVOEGDHEDE EN PLIGTE VAN STREEKRADE

- (1) Behoudens lasgewing deur die Raad en hierdie Ooreenkoms, het elke Streekraad volle beheer oor die sake van die Fonds in die Streek waarvoor dit aangestel is.
- (2) Elke lid van die Fonds moet deur die betrokke Streekraad voorsien word van 'n eksemplaar van die reëls in klousule 8 hiervan bedoel.
- (3) 'n Streekraad kan—
 - (a) werknemers in diens neem om behulpzaam te wees met die administrasie van die Fonds op sodanige voorwaardes as wat hy bepaal;
 - (b) bystand weier aan of weerhou van 'n lid wat, na sy mening, opgetree het op 'n wyse wat daarop bereken was of waarvan redelikerwys verwag kon word dat dit die belange van die Fonds of sy lede sou benadeel: Met dien verstande dat sodanige lid, indien hy aldus versoek, die

- before the Regional Council to be heard;
- (c) sanction expenditure;
- (d) empower its chairman and/or vice-chairman and its secretary or other official to sign jointly on behalf of the Fund any agreements and contracts which it has approved;
- (e) open accounts in the name of the Fund at banks or building societies and empower persons to operate on such accounts;
- (f) appoint local committees in terms of the rules to assist with the administration of the Fund in any particular Region.

(4) Every Regional Council shall cause—

- (a) a proper notice of its meetings to be given to the inspector defined by regulation under the Act;
 - (b) minutes to be kept of proceedings of all meetings and copies of such minutes to be transmitted to the said inspector and the Council;
 - (c) full and true accounts to be kept of the Fund in the Region or Regions it administers and such accounts to be audited by an auditor whom it shall appoint for the purpose, and who shall be a public accountant.
- (5) A Regional Council shall not have any discretionary powers relating to the granting of additional assistance to members, but may submit cases which it considers merit the granting of special relief, with full details, to the Council, for submission to an Appeals Advisory Committee for a ruling on whether and to what extent a special grant may be made.

CLAUSE 10: FINANCIAL CONTROL

- (1) All moneys received by Regional Councils on behalf of the Fund shall be deposited in an account or accounts in the name of the Fund at a bank or building society within three days of receipt and all disbursements from such account(s) shall in relation to each Region—
- (a) require the sanction of the Regional Council concerned.
 - (b) be effected by cheque or other written instrument signed by two persons duly authorised thereto by the Regional Council concerned;
 - (c) in respect of benefits, be suspended whenever the total amount standing to the credit of the account of the Fund falls below R200 and until such time as it rises above R400.
- (2) Any expenses incurred in connection with the administration of the Fund in any Region shall form a charge against the Fund in relation to that Region.
- (3) (a) All moneys received by a Regional Council on

geleentheid gegun moet word om voor die Streekraad te verskyn om aangehoor te word;

- (c) uitgewes goedkeur;
- (d) sy voorsitter en/of ondervoorsitter en sy sekretaris of ander ampsdraer volmag gee om gesamentlik namens die Fonds alle ooreenkomste en kontrakte wat hy goedgekeur het, te onderteken;
- (e) rekenings op naam van die Fonds open by banke of bougenootskappe en persone volmag gee om op sodanig rekenings te werk;
- (f) kragtens die reëls plaaslike komitees aanstel om behulpsaam te wees met die administrasie van die Fonds in 'n bepaalde Streek.

(4) Elke Streekraad moet sorg dra dat—

- (a) behoorlik kennis van sy vergaderings gegee word aan die inspekteur by regulasie kragtens die Wet omskryf;
- (b) notule gehou word van alle vergaderings en dat afskrifte van dié notule aan genoemde inspekteur en aan die Raad gestuur word;
- (c) volledige en korrekte rekenings van die Fonds gehou word in die Streek of Streke wat hy administreer en sodanig rekenings geouditeer word deur 'n ouditeur wat hy vir die doel moet aanstel en wat 'n openbare rekenmeester moet wees.

- (5) 'n Streekraad het geen diskresionêre bevoegdheid betreffende die verlening van bykomende hulp aan lede nie, maar kan gevalle wat hy geregtig op spesiale bystand ag, met volle besonderhede aan die Raad voorlê vir voorlegging aan 'n Appèladvieskomitee vir beslissing oor hetsy en in watter mate 'n spesiale bedrag toegeken kan word.

KLOUSULE 10: FINANSIËLE BEHEER

- (1) Alle gelde wat deur Streekrade namens die Fonds ontvang word, moet binne drie dae ná ontvangs op naam van die Fonds in 'n rekening(s) by 'n bank of bougenootskap gedeponeer word en alle uitbetalings uit sodanige rekening(s) moet met betrekking tot elke Streek—
- (a) deur die betrokke Streekraad goedgekeur word;
 - (b) gedoen word deur middel van 'n tjek of ander skriftelike stuk geteken deur twee persone wat behoorlik daartoe deur die betrokke Streekraad gemagtig is;
 - (c) ten opsigte van bystand, opgeskort word wanneer die totale bedrag daarin in die krediet van die Fonds benede R200 daal en tot tyd en wyl dit bo R400 styg.
- (2) Alle koste aangegaan in verband met die administrasie van die Fonds in enige Streek kom ten laste van die Fonds met betrekking tot daardie Streek.
- (3) (a) alle gelde wat deur 'n Streekraad namens die

behalf of the Fund shall be credited in the Region's books of account separately in accounts reflecting—

- (i) all contributions received and benefits paid in respect of those members for whom contributions are payable in terms of subclause 6(1)(a); and
- (ii) all contributions received and benefits paid in respect of those members for whom contributions are payable in terms of subclause 6(1)(b).

(b) The provisions of subclause (1)(c) of this clause shall apply *mutatis mutandis* to any benefits payable from the different accounts provided for in paragraph (a) above.

(4) Moneys in excess of any Regional Council's monthly requirements as determined by such Regional Council shall be remitted monthly to the Council for investment on behalf of the Fund in terms of the provisions of section 21(3) of the Act: Provided that where necessary the Council may make grants from such moneys to be used for the purposes of the Fund.

(5) Every Regional Council shall furnish the Council with monthly reports containing *inter alia*, particulars of the benefits and assistance provided by the Fund and moneys received and disbursed for the period to which the report relates.

(6) (a) Every Regional Council in respect of the Region(s) it administers shall submit to the Council, by not later than 15 February each year, statements audited by the auditor appointed in terms of clause 9(4)(c) and countersigned by the chairman, showing the income and expenditure of the Fund for the preceding 12 months ended 31 December and its assets and liabilities as at that date. These statements and the auditor's reports thereon shall be available at the offices of the Regional Councils concerned for inspection by contributors to the Fund who shall be entitled to make copies thereof or to take extracts therefrom.

(b) From the audited statements referred to herein the Secretary of the Council shall prepare a consolidated income and expenditure account and balance sheet of the Fund, cause these to be audited by the Council's auditors and, after approval by the Council, lodge copies thereof with the Director-General of Labour.

CLAUSE 11: INDEMNITY

The members of any Regional Council and the officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

Fonds ontvang word, moet afsonderlik in dié Streek se boeke gekrediteer word, soos volg—

(i) Alle bydraes ontvang en voordele betaal ten opsigte van die lede namens wie voordele betaalbaar is kragtens subklousule 6(1)(a); en

(ii) alle bydraes ontvang en voordele betaal ten opsigte van die lede namens wie voordele betaalbaar is kragtens subklousule 6(1)(b);

(b) Die bepalinge van subklousule (1)(c) van hierdie klousule sal *mutatis mutandis* toegepas word op enige voordele betaalbaar uit die onderskeie rekenings soos bepaal in subklousule (a) hierbo.

(4) Geld wat meer is as 'n Streekraad se maandelikse vereistes soos deur sodanige Streekraad vasgestel, moet maandeliks aan die Raad gestuur word vir belegging, namens die Fonds, ooreenkomstig artikel 21(3) van die Wet: Met dien verstande dat, waar dit nodig is, die Raad bedrae uit sodanige geld kan toeken vir gebruik vir die oogmerke van die Fonds.

(5) Elke Streekraad moet die Raad van maandverslae voorsien wat, *onder andere*, besonderhede bevat van die bystand en hulp deur die Fonds verskaf, asook van geld ontvang en uitbetaal vir die tydperk waarop die verslag betrekking het.

(6) (a) Elke Streekraad moet ten opsigte van die Streek of Streke wat hy administreer, voor of op 15 Februarie elke jaar, state aan die Raad voorlê wat geouditeur is deur die ouditeur aangestel kragtens klousule 9(4)(c) en deur sy voorsitter mede-onderteken, wat die inkomste en uitgawes van die Fonds vir die voorafgaande 12 maande geëindig 31 Desember en sy bates en laste op daardie datum aantoon. Hierdie state en die ouditeurs se verslae daarvoor moet by die kantore van die betrokke Streekraade beskikbaar wees vir insae deur bydraers tot die Fonds wat die reg het om afskrifte daarvan of uittreksels daaruit te maak.

(b) Uit die geouditeerde state hierin bedoel, moet die Sekretaris van die Raad 'n gekonsolideerde inkomste- en uitgawe-rekening en 'n balansstaat van die Fonds opstel, dit deur die Raad se ouditeurs laat ouditeer en, ná goedkeuring deur die Raad, afskrifte daarvan by die Direkteur-generaal van Arbeid indien.

INKOMSTE 11: VRYWARING

Die lede van 'n Streekraad en die ampsdraers en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en onkoste wat hulle in of in verband met die bona fide-uitvoering van hul pligte ly en aangaan.

CLAUSE 12: DISPUTES

- (1) Subject to the provisions of subclause (2), any disputes concerning the interpretation, meaning or intention of any provision of this Agreement or concerning the administration of the Fund shall be dealt with by a Regional Council *mutatis mutandis* in accordance with the procedure laid down in section 9 of the Council's Constitution.
- (2) (a) A member who is not satisfied with the decision of a Regional Council in respect of any claims made by him on the Fund, may appeal to the Council and the Council's decision in this connection shall be final.
(b) In the event of a member appealing to the Council, the Regional Council concerned shall, on being requested to do so by the Council's Secretary, submit details of the member's case to the Council for consideration.

CLAUSE 13: EXPIRATION OF AGREEMENT AND DISSOLUTION OF THE COUNCIL

- (1) In the event of the expiration of this Agreement, and unless within a period of 12 months after such expiration, either a new agreement is negotiated in terms of which the Fund is continued, or the Fund is transferred by the Council to any other Fund constituted for a similar purpose to that for which the Fund was originally established, the Fund shall be liquidated.
- (2) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34(2) of the Act, during any period in which this Agreement is binding, the Regional Councils shall continue to administer the Fund and the members of such Regional Councils at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, however, that any vacancies occurring on such Regional Councils may be filled by the Industrial Registrar from employers or employees in the Motor Industry to ensure an equality of employer and employee representatives and alternates in the membership of such Regional Councils. In the event of any Regional Council being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of such Regional Council and who shall possess all the powers of such Regional Councils for the purpose. If upon the expiration of this Agreement there is no Council in existence, the Fund shall be liquidated in the manner set forth in clause 14 of this Agreement, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34(4) of the Act.

KLOUSULE 12: GESKILLE

- (1) Behoudens subklousule (2), moet alle geskille oor die vertolking, betekenis of bedoeling van enige bepaling van hierdie Ooreenkoms of oor die administrasie van die Fonds *mutatis mutandis* ooreenkomsig die prosedure in artikel 9 van die Raad se konstitusie bepaal, deur 'n Streekraad behandel word.
- (2) (a) 'n Lid wat nie tevrede is nie met die beslissing van 'n Streekraad ten opsigte van 'n eis deur hom teen die Fonds ingestel, kan by die Raad appelleer en die Raad se beslissing in hierdie verband is finaal.
(b) As 'n lid by die Raad appelleer, moet die betrokke Streekraad, wanneer hy aldus deur die Sekretaris van die Raad versoek word, besonderhede van die lid se saak vir oorweging aan die Raad voorlê.

KLOUSULE 13: VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN DIE RAAD

- (1) Ingeval hierdie Ooreenkoms verstryk, moet die Fonds gelikwedeer word tensy óf 'n nuwe ooreenkoms waarkragtens die Fonds voortgesit word, binne 'n tydperk van 12 maande na sodanige verstryking aangegaan word óf die Fonds deur die Raad oorgedra word na 'n ander fonds wat gestig is vir 'n doel soortgelyk aan dié waarvoor die Fonds oorspronklik ingestel is.
- (2) Ingeval die Raad gedurende 'n tydperk wat hierdie Ooreenkoms bindend is, ontbind word of ophou om ingevolge artikel 34(2) van die Wet te funksioneer, moet die Streekraade aanhou om die Fonds te administreer, en lede van sodanige Streekraade op die datum waarop die Raad ophou om te funksioneer of ontbind word, moet vir sodanige doeleindes geag word lede daarvan te wees: Met dien verstande egter dat vakatures wat in sodanige Streekraade ontstaan, deur die Nywerheidsregistrator uit die geledere van die werkgewers en die werknemers in die Motornywerheid gevul kan word ten einde te verseker dat die getal werkgewer- en werknemersverteenvoerders, en hul plaasvervangers, wat lede van sodanige Streekraade is, ewe groot is. Ingeval 'n Streekraad onwillig is om sy pligte uit te voer of nie daartoe in staat is nie of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds, na die mening van die Nywerheidsregistrator, ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel wat die pligte van sodanige Streekraad moet uitvoer en wat vir dié doel al die bevoegdhede van sodanige Streekraade het. Indien daar by die verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Fonds gelikwedeer word op die wyse uiteengesit in klousule 14 van hierdie Ooreenkoms en indien die sake van die Raad by sodanige verstryking

as if it formed part of the general funds of the Council.

CLAUSE 14: LIQUIDATION

Upon liquidation of the Fund in terms of clause 13(1) hereof, the moneys remaining to the credit of the Fund after payment of all claims, including administration and liquidation expenses, shall be paid into the general funds of the Council.

CLAUSE 15: AGENTS

The Council or the Regional Councils may appoint one or more specified persons as agents to assist in giving effect to the terms of the Agreement, and it shall be the duty of every employer and employee to permit such persons to enter such premises, to institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, and to question such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent during the course of his investigations.

CLAUSE 16: EXEMPTIONS

The Council or a Regional Council in respect of the Region it administers may grant exemption from any of the provisions of this Agreement under such terms and conditions and for such period as it may determine.

CLAUSE 17: EXHIBITING OF AGREEMENT

Every employer in the Regions defined herein shall affix and keep affixed in some conspicuous place upon his premises, a copy of this Agreement in the form prescribed by the regulations under the Act, in legible characters, in the official languages of the Republic of South Africa.

CLAUSE 18: PRESCRIPTION

A Regional Council shall have the right to refuse to review the manner in which a claim has been dealt with by the Fund if more than two years have elapsed since the date on which the claim in question was originally paid or rejected.

CLAUSE 19: DISHONoured CHEQUES

Whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council in its sole discretion, which penalty shall be equal to 1½ per cent of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.

Signed at Randburg, on behalf of the parties, this 3rd day of November 1995.

reeds beredder en sy bates verdeel is, moet die balans van die Fonds verdeel word soos bepaal in artikel 34(4) van die Wet asof dit deel van die algemene fondse van die Raad uitgemaak het.

KLOUSULE 14: LIKWIDASIE

By likwidasië van die Fonds kragtens klousule 13(1) hiervan moet die geld wat in die krediet van die Fonds oorbly nadat alle eise, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad inbetaal word.

KLOUSULE 15: AGENTE

Die Raad of die Streekraad kan een of meer aangewese persone as agente aanstel om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms, en dit is die plig van elke werkgever en elke werknemer om sodanige persone toe te laat om die perseel binne te gaan, dié navrae te doen en te voltooi en dié dokumente, boeke, loonstate, tydstate en betaalkaarte te ondersoek, en om dié individue te ondervra en om al dié stappe te doen wat nodig is om vas te stel of hierdie Ooreenkoms nagekom word, en niemand mag teenoor sodanige agent 'n valse verklaring gedurende sy ondersoek aflê nie.

KLOUSULE 16: VRYSTELLINGS

Die Raad of 'n Streekraad kan ten opsigte van die Streek wat hy administreer, vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms kragtens sodanige bedinge en vir sodanige tydperk as wat hy bepaal.

KLOUSULE 17: VERTONING VAN OOREENKOMS

Elke werkgever in die Streke hierin omskryf, moet op een of ander opvallende plek op sy perseel 'n eksemplaar van hierdie Ooreenkoms in die vorm wat deur die regulasies kragtens die Wet voorgeskryf word, in leesbare letters, in die amptelike tale van die Republiek van Suid-Afrika, opplak en dit daar opgeplak hou.

KLOUSULE 18: VERJARING

'n Streekraad het die bevoegdheid om te weier om die wyse te hersien waarop 'n eis deur die Fonds behandel is indien meer as twee jaar verloop het sedert die datum waarop die betrokke eis oorspronklik uitbetaal of geweier is.

KLOUSULE 19: GEDISHONOREERDE TJEKS

Wanneer 'n werkgever 'n bedrag geld wat kragtens hierdie Ooreenkoms aan die Raad verskuldig is anders as in kontant betaal en sodanige betaling om watter rede ook al nie gehonoreer word nie, moet die werkgever na goedgevoel van die Raad 'n boete aan die Raad betaal gelyk aan 1½ persent van die bedrag van die bedoelde betaling. Enige boete verskuldig aan die Raad ingevolge hierdie klousule is op aanvraag betaalbaar.

Namens die partye op hede die 3de dag van November 1995 te Randburg onderteken.

T. NIEUWOUDT,

President of the Council

G. J. HAVENGA,

Vice-President of the Council

B. G. DU PREEZ,

General Secretary of the Council

T. NIEUWOUDT,

President van die Raad

G. J. HAVENGA,

Vise-president van die Raad

B. G. DU PREEZ,

Hoofsekretaris van die Raad

ANNEXURE A**MOTOR INDUSTRY SICK, ACCIDENT AND MATERNITY PAY FUND****APPLICATION FOR MEMBERSHIP**

I, (full name in block letters),
a member of the Motor Industry Staff Association/Motor
Industry Employees' Union of South Africa/National
Union of Metalworkers of South Africa*, Membership
No. employed by (employer's name and
address)

and residing at (applicant's private address)

my date of birth being(day) (month) (year),
and occupation
hereby apply to be registered as a member of the Motor
Industry Sick, Accident and Maternity Pay Fund.

I agree to abide by the provisions of the rules of the
Fund.

Answer "Yes" or "No" to the following questions, and if
the answer is "yes", then give full details:

- (1) Do you suffer, or have you at any time suffered from
any deformity, infirmity, maiming, physical defect,
chronic disease, or any illness?
- (2) Have you at any time previously contributed to this
Fund in this or any other Region?

I solemnly and sincerely declare that all the particulars
given by me in this form are, to the best of my knowledge
and belief, true and correct and I am free from disease
or infirmity of a chronic nature except as specified
above.

DATED THIS DAY OF 19.....

(SIGNED)

FOR OFFICE USE ONLY

Date received Date registered

Registration No.

*Delete whichever unions are not applicable.

AANHANGSEL A**SIEKTE- ONGEVALLE- EN KRAAMBYSTANDFONDS VIR DIE MOTORNYWERHEID****AANSOEK OM LIDMAATSKAP**

Ek, (volle naam in blokletters), 'n
lid van die Motor Industry Staff Association/Motor Industry
Employees' Union of South Africa/National Union of
Metalworkers of South Africa*, Lidmaatskapnommer
in diens by (werkgever se naam en adres)

woonagtig te (aansoeker se privaatadres)

gebore (dag) (maand) (jaar),
en met die beroep van
doen hierby aansoek om as lid van die Siekte-
Ongevalle- en Kraambystandsfonds vir die Motorny-
werheid geregistreer te word.

Ek onderneem om my aan die bepalings van die reëls
van die Fonds te hou.

Antwoord "Ja" of "Nee" op die volgende vrae, en as die
antwoord "Ja" is, verstrek volle besonderhede:

- (1) Ly u of het u te eniger tyd gely aan enige wanskapen-
heid, swakheid, verminking, liggaamsgebreke, chro-
niese siekte, of aan enige siekte hoegenaamd?
- (2) Het u te eniger tyd voorheen tot hierdie Fonds in
hierdie of enige ander Streeks bygedra?

Ek verklaar plegtig en opreg dat alle besonderhede wat ek
in hierdie vorm verstrek het, na my beste wete en
oortuiging, waar en korrek is, en dat ek aan geen siekte of
swakheid van chroniese aard ly nie, behalwe soos hierbo
gespesifiseer.

GEDATEER OP HEDE DIE DAG VAN 19.....

(GETEKEN)

SLEGS VIR KANTOORGEBRUIK

Datum ontvang Datum geregistreer

Registrasienommer

*Skrap wat nie van toepassing is nie.

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