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No. 15985

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 1599

16 September 1994

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNYWERHEID: 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 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 die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1995 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms 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 genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (b), 5 (10) (f), 7, 12, 13, 19, 21 en 28, met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1995 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 genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

25452—A

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 1599

16 September 1994

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY: 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 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 the date of publication of this notice and for the period ending 31 August 1995, 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; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (b), 5 (10) (f), 7, 12, 13, 19, 21 and 28, shall be binding, with effect from the date of publication of this notice and for the period ending 31 August 1995, 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.

T. T. MBOWENI,
Minister of Labour.

15985—1

BYLAE**DIE NASIONALE NYWERHEIDSRaad VIR DIE
MOTORNYWERHEID****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

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

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

AANHEF**GELDIGHEIDSDUUR VAN OOREENKOMS**

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag ingevolge artikel 48 (1) van die Wet vasstel en bly van krag vir die tydperk wat op 31 Augustus 1995 eindig of vir die tydperk wat die Minister bepaal.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Motornywerheid nagekom word—

- (a) oral in die Republiek van Suid-Afrika soos dit bestaan het onmiddellik voor die datum van inwerkingtreding van die Grondwet van die Republiek van Suid Afrika, 1993 (Wet No. 200 van 1993);
- (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.

2. VERBOD OP INDIENSNEMING

Ondanks andersluidende bepalings in hierdie Ooreenkoms, mag geen werkgewer iemand onder die ouderdom van 21 jaar, uitgesonderd 'n vakman, 'n vakleerling ingevolge die Wet op Mannekragopleiding, 1981, of 'n kwekeling wat ingevolge die Wet op Mannekragopleiding, 1981, in diens is, in diens neem vir 'n werksaamheid wat deel uitmaak van 'n ambag wat ingevolge die Wet op Mannekragopleiding, 1981, vir die Motornywerheid aangewys is nie.

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

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

being the parties to the National Industries Council for the Motor Industry.

PREAMBLE**PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 (1) of the Act, and shall remain in operation for the period ending 31 August 1995 or for such period as may be determined by the Minister.

1. SCOPE OF APPLICATION

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

- (a) throughout the Republic of South Africa as it existed prior to the Proclamation 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.

2. PROHIBITED EMPLOYMENT

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

3. WOORDOMSKRYWING

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

“**Wet**” die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956);

“**vakleerling**” 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat geregistreer is of geag word geregistreer te wees ooreenkomstig die Wet op Mannekragopleiding, 1981, en ook 'n minderjarige wat ooreenkomstig daardie Wet op proef aangestel is;

“**Gebied A (BR)**” die landdrostdistrik Oos-Londen;

“**Gebied B (BR)**” die landdrostdistrikte Aliwal-Noord, King Williamstown en Queenstown;

“**Gebied C (BR)**” die landdrostdistrikte Albert, Barkly-Oos, Cathcart, Elliot, Fort Beaufort, Indwe, Komga, Lady Grey, Maclear, Molteno, Sterkstroom, Stockenström, Stutterheim, Tarka en Wodehouse;

“**Gebied A (OP)**” die munisipale gebiede Despatch, Port Elizabeth en Uitenhage;

“**Gebied B (OP)**” die munisipale gebied Grahamstad en die landdrostdistrikte Colesberg, Cradock, George, Graaff-Reinet, Humansdorp, Knysna, Middelburg (K.P.), Mosselbaai, Oudtshoorn, Port Elizabeth (uitgesonderd die munisipale gebied Port Elizabeth), Somerset-Oos en Uitenhage (uitgesonderd die munisipale gebied Uitenhage);

“**Gebied C (OP)**” die landdrostdistrikte Aberdeen, Adelaide, Albany (uitgesonderd die munisipale gebied Grahamstad), Alexandria, Bathurst, Bedford, Calitzdorp, Hankey, Hanover, Hofmeyr, Jansenville, Joubertina, Kirkwood, Murraysburg, Noupoot, Pearston, Steynsburg, Steytlerville, Uniondale, Venterstad en Willowmore;

“**Gebied A (NL)**” die landdrostdistrikte Chatsworth, Durban, Pietermaritzburg en Pinetown, en die munisipale gebiede Ladysmith, Newcastle en Umhlanga Rocks;

“**Gebied B (NL)**” die landdrostdistrikte Camperdown, Inanda, Richmond (Natal), Lionsrivier, Estcourt, Kliprivier, Dundee, Newcastle (uitgesonderd die munisipale gebied Newcastle), Vryheid, Lower Tugela, Glencoe, Dannhauser en Mooirivier, en die munisipale gebied Empangeni;

“**Gebied C (NL)**” die distrikte en gebiede in die provinsie Natal wat nie in Gebied A (NL) en Gebied B (NL) vermeld word nie, en die landdrostdistrik Mount Currie;

“**Gebied A (OVS & NK)**” die landdrostdistrik Bloemfontein en die munisipale gebiede Kimberley, Sasolburg en Welkom;

“**Gebied B (OVS & NK)**” die munisipale gebiede Bethlehem, De Aar, Harrismith, Kroonstad, Kuruman, Mafikeng, Odendaalsrus, Parys, Prieska, Upington en Vryburg;

“**Gebied C (OVS & NK)**” die provinsie Oranje-Vrystaat, uitgesluit die distrikte en gebiede bedoel in Gebied A (OVS & NK) en Gebied B (OVS & NK), en die landdrostdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown, Postmasburg, Prieska, Vryburg en Warrenton;

3. DEFINITIONS

Any expression 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 to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females; further, unless inconsistent with the context—

“**Act**” means the Labour Relations Act, 1956 (Act No. 28 of 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, and includes a minor employed on probation in terms of that Act;

“**Area A (BR)**” means the Magisterial District of East London;

“**Area B (BR)**” means the Magisterial Districts of Aliwal North, King William's Town and Queenstown;

“**Area C (BR)**” means the Magisterial Districts of Albert, Barkly East, Cathcart, Elliot, Fort Beaufort, Indwe, Komga, Lady Grey, Maclear, Molteno, Sterkstroom, Stockenström, Stutterheim, Tarka and Wodehouse;

“**Area A (EP)**” means the municipal areas of Despatch, Port Elizabeth and Uitenhage;

“**Area B (EP)**” means the municipal area of Grahamstown and the Magisterial Districts of Colesberg, Cradock, George, Graaff-Reinet, Humansdorp, Knysna, Middelburg (C.P.), Mossel Bay, Oudtshoorn, Port Elizabeth (excluding the municipal area of Port Elizabeth), Somerset East and Uitenhage (excluding the municipal area of Uitenhage);

“**Area C (EP)**” means the Magisterial Districts of Aberdeen, Adelaide, Albany (excluding the municipal area of Grahamstown), Alexandria, Bathurst, Bedford, Calitzdorp, Hankey, Hanover, Hofmeyr, Jansenville, Joubertina, Kirkwood, Murraysburg, Noupoot, Pearston, Steynsburg, Steytlerville, Uniondale, Venterstad and Willowmore;

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

“**Area B (NL)**” means the Magisterial Districts of Camperdown, Inanda, Richmond (Natal), Lions River, Estcourt, Klip River, Dundee, Newcastle (excluding the municipal area of Newcastle), Vryheid, Lower Tugela, Glencoe, Dannhauser and Mooi River and the municipal area of Empangeni;

“**Area C (NL)**” means the districts and areas in the Province of Natal not referred to in Area A (NL) and Area B (NL), and the Magisterial District of Mount Currie;

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

“**Area B (OFS & NC)**” means the municipal areas of Bethlehem, De Aar, Harrismith, Kroonstad, Kuruman, Mafikeng, Odendaalsrus, Parys, Prieska, Upington and Vryburg;

“**Area C (OFS & NC)**” means the Province of the Orange Free State, excluding those districts and areas referred to in Area A (OFS & NC) and Area B (OFS & NC), and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown, Postmasburg, Prieska, Vryburg and Warrenton;

"Gebied A (TVL)" die landdrosdistrikte Oberholzer, Randfontein en Westonaria en die munisipale gebiede Akasia, Alberton, Bedfordview, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Meyerton, Middelburg (Transvaal), Midrand, Nelspruit, Nigel, Pietersburg, Potchefstroom, Potgietersrus, Pretoria, Randburg, Roodepoort—Maraisburg, Rustenburg, Sandton, Springs, Vanderbijlpark, Vereeniging, Verwoerdburg en Witbank;

"Gebied C (TVL)" die provinsie Transvaal soos dit bestaan het onmiddellik voor die datum van inwerking treding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993), uitgesonderd die distrikte gebiede in Gebied A (TVL) bedoel;

"Gebied A (WP)" die landdrosdistrikte Bellville, Die Kaap, Goodwood, Kuilsrivier, Simonstad en Wynberg, en die munisipale gebiede Paarl, Somerset-Wes, Stellenbosch en Strand;

"Gebied B (WP)" die landdrosdistrikte Malmesbury, Paarl, Somerset-Wes, Stellenbosch, Strand en Worcester, maar uitgesonderd die munisipale gebiede in Gebied A (WP) bedoel, en die munisipale gebiede Beaufort-Wes, Bredasdorp, Caledon, Ceres, Montagu, Moorreesburg, Piketberg, Riversdal, Robertson, Swellendam en Wellington;

"Gebied C (WP)" die landdrosdistrikte Beaufort-Wes, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (K.P.) Hermanus, Hopefield, Ladismith, Laingsburg, Namakwaland, Montagu, Moorreesburg, Piketberg, Prins Alfred, Riversdal, Robertson, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington en Williston, maar uitgesonderd die munisipale gebiede in Gebied B (WP) bedoel;

"B/A-vakman" 'n werknemer oor die leeftyd van 22 jaar wat kan bewys dat hy minstens drie jaar ondervinding het in 'n ambag wat vir die Motornywerheid aangewys is of, met die goedkeuring van die betrokke Streekraad, ondervinding in 'n ander ambag, en wat, onder toesig van 'n vakman, werk in die aangewese ambag verrig waarin hy ondervinding opgedoen het of, met die goedkeuring van die betrokke Streekraad, in 'n ander ambag in verband met die werkzaamheid wat deur die omskrywing van "Motornywerheid" in hierdie Ooreenkoms gedek word, of 'n werknemer wat tot bevrediging van die betrokke Streekraad kan bewys dat hy minstens drie-en-'n-half jaar ondervinding het as 'n herstelwinkelassistent, bakwinkelassistent, motorfietswerktuigkundige se assistent, motorelektrisiën se assistent of dieselpompkamerassistent by 'n werkgewer in die "Motornywerheid" soos omskryf;

(Opmerking): Aangaande die bewys van drie-en-'n-half jaar ondervinding wat vereis word, moet die werkgewer 'n dienssertifikaat uitreik waarin gesertifiseer word dat die betrokke werknemer diens gedoen het as 'n herstelwinkelassistent, bakwinkelassistent, motorfietswerktuigkundige se assistent, motorelektrisiën se assistent of dieselpompkamerassistent, en dié sertifikaat moet op sy beurt deur die betrokke Streekraad bekragtig word. Die werknemer moet ook bewys lewer dat hy die toepaslike kursus by 'n behoorlik geregistreerde groeopleidingsentrum bygewoon het;

"Raad" die Nasionale Nywerheidsraad vir die Motornywerheid wat ooreenkomstig artikel 19 van die Wet op Arbeidsverhoudinge, 1956, geregistreer is;

"Area A (TVL)" means the Magisterial Districts of Oberholzer, Randfontein and Westonaria and the municipal areas of Akasia, Alberton, Bedfordview, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Meyerton, Middelburg (Transvaal), Midrand, Nelspruit, Nigel, Pietersburg, Potchefstroom, Potgietersrus, Pretoria, Randburg, Roodepoort-Maraisburg, Rustenburg, Sandton, Springs, Vanderbijlpark, Vereeniging, Verwoerdburg and Witbank;

"Area C (TVL)" means the Province of the Transvaal as it existed prior to the promulgation of the constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), excluding those districts and areas referred to in Area A (TVL);

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

"Area B (WP)" means the Magisterial Districts of Malmesbury, Paarl, Somerset West, Stellenbosch, Strand and Worcester, but excluding those municipal areas referred to in Area A (WP), and the municipal areas of Beaufort West, Bredasdorp, Caledon, Ceres, Montagu, Moorreesburg, Piketberg, Riversdal, Robertson, Swellendam and Wellington;

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

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

(Note): Regarding the proof required of three-and-a-half years' experience, a certificate of service shall be issued by the employer in which it is certified that the employee concerned had served either as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant, which certificate in turn shall be verified by the Regional Council concerned, and the employee shall submit proof of having attended the proper course at a duly registered group training centre;

"Council" means the National Industrial Council for the Motor Industry registered in terms of section 19 of the Labour Relations Act, 1956;

"bedryfsinrigting" 'n perseel of gedeelte daarvan waarin of waarop die Nywerheid, of 'n gedeelte daarvan, soos in hierdie Ooreenkoms omskryf, beoefen word;

"vakman" 'n persoon wat vakmanwerk verrig en wat—

- (a) 'n leertyd as vakleerling in 'n aangewese ambag uitgedien het, ooreenkomstig die vereistes van die Wet op Mannekragopleiding, 1981, of ooreenkomstig 'n skriftelike kontrak wat deur 'n Streekraad goedgekeur is; of
- (b) in besit is van 'n graad A-lidmaatskapkaart wat deur die Motor Industry employees' Union of South Africa of die National Union of Metalworkers of South Africa uitgereik is; of
- (c) in besit is van 'n sertifikaat wat ooreenkomstig die Wet op Mannekragopleiding, 1981, aan hom uitgereik is; of
- (d) in besit is van 'n identiteitskaart wat deur die Streekraad uitgereik is;

"vakmanswerk" werk in 'n aangewese ambag (ingevolge die Wet op Mannekragopleiding, 1981), in verband met die werksaamhede wat deur die omskrywing van "Motornywerheid" gedek word, en soos gebruik in klousule 14 (1) van hierdie Ooreenkoms beteken dit enigeen van die werksaamhede wat verrig word in bedryfsinrigtings wat motorvoertuie, motorvoertuigenjins of motorvoertuigkomponente herstel of versien, of in voertuigbakbouinrigtings, of in bedryfsinrigtings wat motorvoertuigkomponente vervaardig of vernuwe en wat ingevolge hierdie Ooreenkoms deur geen ander klas werknemer as 'n vakman verrig mag word nie;

"Motornywerheid" of **"Nywerheid"**, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk en behoudens die bepalings van enige afbakeningsvastelling gemaak ingevolge artikel 76 van die Wet op Arbeidsverhoudinge, 1956, die Nywerheid wat die volgende insluit:

- (a) Monteer-, oprigtings-, toets-, hervervaardigings-, herstel-, regstel-, opknappings-, bedradings-, stoffeer-, spuitverf-, verf- en/of vernuwingswerk uitgevoer in verband met—
 - (i) die onderstelle en/of bakke van motorvoertuie;
 - (ii) binnebrandmotore en/of transmissiekomponente van motorvoertuie;
 - (iii) die elektriese uitrusting in verband met motorvoertuie, met inbegrip van radio's;
- (b) motoringenieurswerk;
- (c) die herstel, vulkaniseer en/of versool van buitebande;
- (d) die herstel, versiening en/of vernuwning van batterye van motorvoertuie;
- (e) die onderneming in verband met die parkering en/of bewaring van motorvoertuie;
- (f) die onderneming wat gedryf word deur vul- en/of diensstasies;
- (g) die onderneming wat hoofsaaklik of uitsluitlik gedryf word in verband met die verkoop van motorvoertuie of motorvoertuigonderdele en/of -reserwedele en/of -bybehore (hetsy nuut of gebruik) in verband daarmee, afgesien daarvan of sodanige verkoop geskied vanuit 'n perseel wat verbonde is aan 'n gedeelte van 'n bedryfsinrigting waarin die montering van en/of herstelwerk aan motorvoertuie uitgevoer word of nie;
- (h) die onderneming in verband met motorsloopwerwe;
- (i) die onderneming van vervaardigingsbedryfsinrigtings waarin motorvoertuigonderdele en/of -reserwedele en/of bybehore en/of komponente daarvan vervaardig word;

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

"journeyman" means a person who performs journeyman's work and who—

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

"journeyman's work" means work in any designated trade (in terms of the Manpower Training Act, 1981), in connection with the activities covered by the definition of "Motor Industry", and as used in clause 14 (1) of this Agreement means any of the operations carried on in motor vehicle, engine or components repairing or servicing establishments, or in vehicle body building establishments, or in motor vehicle component manufacturing or reconditioning establishments, and which are not permitted in terms of this Agreement to be performed by any class of employee other than a journeyman;

"Motor Industry" or **"Industry"**, without in any way limiting the ordinary meaning of the expression and subject to the provisions of any demarcation determination made in terms of section 76 of the Labour Relations Act, 1956, includes—

- (a) assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with—
 - (i) chassis and/or bodies of motor vehicles;
 - (ii) internal combustion engines and transmission components of motor vehicles;
 - (iii) the electrical equipment connected with motor vehicles, including radios;
- (b) automotive engineering;
- (c) repairing, vulcanising and/or retreading tyres;
- (d) repairing, servicing and/or reconditioning batteries for motor vehicles;
- (e) the business of parking and/or storing motor vehicles;
- (f) the business conducted by filling and/or service stations;
- (g) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or spares and/or accessories (whether new or used) pertaining thereto, whether or not such sale is conducted from premises which are attached to a part of an establishment wherein is conducted the assembly of or repairs to motor vehicles;
- (h) the business of motor graveyards;
- (i) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;

- (j) voertuigbakbouwerk;
- (k) die verkoop van trekkers, landbou- en besproeiingsuitrusting (nie in verband met die vervaardiging daarvan nie) in die Republiek van Suid-Afrika, maar uitgesonderd die landdrostrik Kimberley, ten opsigte van die verkoop van—

- (i) landbou- en besproeiingsuitrusting; en
- (ii) trekkers, behalwe wanneer onderneem deur bedryfsinrigtings wat in aansienlike mate betrokke is by die verkoop en/of herstel van ander motorvoertuie.

Vir die toepassing van hierdie omskrywing beteken—

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

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

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

- (a) Die bou, herstel of opknapping van kajuite en/of bakke en/of die bobou vir alle soorte voertuie;
- (b) die vervaardiging of herstel van onderdele vir kajuite en/of bakke en/of alle bobouwerk en montering, regstelling en installering van onderdele in kajuite, bakke of op die bobou van voertuie;
- (c) die aanbring van kajuite en/of bakke en/of alle bobouwerk aan die onderstel van alle soorte voertuie;
- (d) die bestryking en/of versiering van kajuite en/of bakke en/of alle bobou met ’n preserveermiddel of versiermiddel;
- (e) die uitrus, meubilering en afwerking van die binnekant van kajuite en/of bakke en/of die bobou;
- (f) die bou van sleepwaens, uitgesonderd die vervaardiging van wiele en asse daarvoor;
- (g) alle werksaamhede wat in verband staan met of voortvloei uit die werksaamhede in paragrawe (a), (b), (c), (d), (e) en (f) bedoel.

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

- (i) Die vervaardiging van motorvoertuigonderdele en/of -bybehore en/of -reserwedele en/of -komponente in bedryfsinrigtings wat gewoonlik metaal- en/of plastiekgoedere van ’n ander aard op ’n aansienlike skaal vervaardig en daarvoor aangelê is, of die verkoop van motorreserwedele en -bybehore vanuit sodanige bedryfsinrigtings deur monteereinrigtings;
- (ii) die montering, oprigting, toets, herstel, regstel, opknapping, bedrading, bespuiting, verf en/of vernuwing van landboustrekkers, behalwe waar dit uitgevoer word in bedryfsinrigtings wat gewoonlik ’n soortgelyke diens ten opsigte van motorkarre of vragmotors of motortrokke lewer;

- (j) vehicle body building;

- (k) the sale of tractors, agricultural and irrigation equipment (not connected with the manufacture thereof) in the Republic of South Africa, but excluding the Magisterial District of Kimberley, in respect of the sale of—

- (i) agricultural and irrigation equipment; and
- (ii) tractors, except when undertaken by establishment substantially engaged in the sale and/or repair of other motor vehicles.

For the purposes of this definition—

“automotive engineering” means the reconditioning of internal combustion engines or parts thereof for use in motor vehicles in establishments mainly or exclusively so engaged, whether such establishment is engaged in the dismantling and repair of motor vehicles or not; and

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

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

- (a) The construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;
- (b) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure and the assembling, adjusting and installation of parts in cabs, bodies or on the superstructure of vehicles;
- (c) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;
- (d) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;
- (e) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or superstructure;
- (f) building of trailers, but not including the manufacture of wheels or axles therefor;
- (g) all operations incidental to or consequent upon the activities referred to in paragraph (a), (b), (c), (d), (e) and (f).

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

- (i) The manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for and normally producing metal and/or plastic goods of a different character on a substantial scale, or the sale of motor spare parts and accessories by assembly establishments from such establishments;
- (ii) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar service in respect of motor cars, motor lorries or motor trucks;

- (iii) die vervaardiging en/of onderhoud en/of herstel van—
- (aa) uitrusting vir siviele en werktuigkundige ingenieurswerk en/of onderdele daarvan, afgesien daarvan of dit op wiele gemonteer is of nie;
 - (ab) landbou-uitrusting of onderdele daarvan; of
 - (ac) uitrusting bedoel vir gebruik in fabriek en/of werkwinkels: Met dien verstande dat, vir die toepassing van (aa), (ab) en (ac), "uitrusting" nie geag word motorkarre, vragmotors en/of motortrokke te beteken nie;
 - (ad) motorvoertuig- of ander voertuigbakke en/of bobouwerk en/of onderdele of komponente daarvan gemaak van staalplate wat 3,175 mm dik of dikker is, wanneer uitgevoer in bedryfsinrigtings wat aangelê is vir en gewoonlik betrokke is by die vervaardiging en/of onderhoud en/of herstel van uitrusting vir siviele en/of werktuigkundige ingenieurswerk op aansienlike skaal;

- (iv) monteerbedryfsinrigtings, wat beteken bedryfsinrigtings waarin motorvoertuie uit nuwe komponente op 'n monteerbandgemonteer word, en ook die vervaardiging en/of maak van motorvoertuigonderdele of -komponente wanneer uitgevoer in sodanige bedryfsinrigtings, maar omvat dit nie ook voertuigbouwerk nie, behalwe vir sover dit uitgevoer word in verband met die montering van motorvoertuie, uitgesonderd woonwaens en sleepwaens:

"Gebied BR" die gebiede omskryf as "Gebied A (BR)", "Gebied B (BR)" en "Gebied C (BR)";

"Gebied OP" die gebiede omskryf as "Gebied A (EP)", "Gebied B (OP)" en "Gebied C (EP)";

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

"Streek OVS & NK" die gebiede omskryf as "Gebied A (OVS & NK)",

"Gebied B (OVS & NK)" en "Gebied C (OVS & NK)".

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

"Streek WP" die gebiede omskryf as "Gebied A (WP)", "Gebied B (WP)" en "Gebied C (WP)";

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

"week"—

- (a) vir die toepassing van klousules 11 (Opgawes aan die Raad) en 18 (Motortywerheidsontwikkelingsfonds) van hierdie Ooreenkoms, 'n tydperk van sewe agtereenvolgende dae, beginnende om middernag op 'n Sondag;
- (b) vir die toepassing van die res van die klousules van die Ooreenkoms, 'n tydperk van sewe agtereenvolgende dae;

4. VRYSTELLINGS

(1) Die Streekraade of die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Aansoek om vrystelling moet gedoen word by die sekretaris van die Streekraad in wie se gebied die aansoeker sake doen of werksaam is.

(3) Die Streekraad of die Raad, na gelang van die geval, moet die voorwaardes stel waarop sodanige vrystelling van krag is en kan, na goeie dunks na een week skriftelike kennisgewing aan die betrokke persoon/persone, 'n vrystellingsertifikaat intrek.

- (iii) the manufacturing and/or maintenance and/or repair of—

- (aa) civil and mechanical engineering equipment, and/or parts thereof, whether or not mounted on wheels;
- (ab) agricultural equipment or parts thereof; or
- (ac) equipment designed for use in factories and/or workshops: Provided that for the purposes of (aa), (ab) and (ac), "equipment" shall not be taken to mean motor cars, motor lorries and/or motor trucks;

- (ad) motor vehicle or other vehicle bodies and/or superstructures and/or parts or components thereof made of steel plate of 3,175 mm thickness or thicker when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale;

- (iv) assembly establishments, i.e. establishments wherein motor vehicles are assembled from new components on an assembly line and includes the manufacture and/or fabricating of any motor vehicle parts or includes the manufacture and/or fabricating of any motor vehicle parts or components when carried on in such establishments, but shall not include vehicle body building, except in so far as it is carried on incidental to the assembly of motor vehicles, other than caravans and trailers;

"Region BR" means those areas defined as "Area A (BR)", "Area B (BR)" and "Area C (BR)";

"Region EP" means those areas defined as "Area A (EP)", "Area B (EP)" and "Area C (EP)";

"Region NL" means the Province of Natal as it existed prior to the promulgation 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 those areas defined as "Area A (OFS & NC)", "Area B (OFS & NC)" and "Area C (OFS & NC)".

"Region TVL" means the Province of Transvaal as it existed prior to the promulgation of the Constitution of the Republic of South Africa 1993 (Act No. 200 of 1993);

"Region WP" means those areas defined as "Area A (WP)", "Area B (WP)" and "Area C (WP)";

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

"week" means—

- (a) for the purposes of clauses 11 (Returns to the Council) and 18 (Motor Industry Development Fund) of this Agreement, a period of seven consecutive days commencing at midnight on a Sunday;
- (b) for the purposes of the remaining clauses of this Agreement, a period of seven consecutive days.

4. EXEMPTIONS

(1) Exemption from any of the provisions of this Agreement may be granted by Regional Councils or the Council.

(2) Application for exemption shall be made to the secretary of the Regional Council within whose area the applicant operates or is employed.

(3) The Regional Council or the Council, as the case may be, shall fix the conditions subject to which such exemptions shall be valid, and may, if it deems fit, after one week's notice has been given, in writing, to the person(s) concerned, withdraw any licence of exemption.

(4) Die sekretaris van die Streekraad of die Sekretaris van die Raad, na gelang van die geval, moet aan elkeen aan wie vrystelling verleen is, 'n sertifikaat uitreik wat deur hom onderteken is en wat die volgende meld:

- (a) Die naam van die betrokke persoon;
- (b) die bepalings van hierdie Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop sodanige vrystelling verleen word; en
- (d) die tydperk waarin die vrystelling van krag is.

(5) Die sekretaris van die Streekraad of die Sekretaris van die Raad, na gelang van die geval, moet—

- (a) alle sertifikate wat uitgereik word, agtereenvolgens nommer;
- (b) 'n kopie van elke sertifikaat wat uitgereik word, bewaar; en
- (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

5. BETALINGS VAN VERDIENSTE

(1) Alle verskuldigde verdienste moet óf uurliks, daagliks, weekliks, twee-weekliks óf maandeliks kragtens die indiensnemingskontrak, na gelang van die geval, in kontant betaal word: Met dien verstande dat—

- (i) waar 'n werknemer daartoe instem, betaling per tjek kan geskied; en
- (ii) as betaling per tjek geskied, dit betyds gedoen moet word sodat die tjek op die betaaldag gewissel kan word.

(2) (a) Verdienste moet betaal word op die dag, tyd en plek voorgeskryf in die kennisgewing wat in klousule 9 (b) van hierdie Ooreenkoms bedoel word.

(b) Die dag in paragraaf (a) van hierdie subklousule bedoel, moet 'n dag wees waarop die betrokke werknemer gewoonlik werk: Met dien verstande dat die werknemer, op versoek van sodanige werknemer en met die toestemming van die werkgewer, op 'n ander werkdag, dit wil sê uitgesonderd 'n Sondag, betaal kan word.

(c) Die tyd in paragraaf (a) van hierdie subklousule bedoel, moet so vasgestel word dat alle werknemers wat in kontant betaal word, voor of op hul gewone uitskeityd betaal word.

(3) Alle werknemers op wie die spesiale omstandighede in subklousules (4) en (6) van hierdie klousule bedoel nie van toepassing is nie, moet op die weeklikse of maandelikse betaaldag in subklousule (2) (a) van hierdie klousule bedoel al die lone en toelaes en/of kommissie betaal word, uitgesonderd verlofbesoldiging, wat vir hulle opgeloopt het vir die week of maand diens wat so pas voltooi is.

(4) Waar 'n werknemer diens aanvaar of hervat en minder as drie skofte onmiddellik voor die gewone betaaldag gewerk het, kan die werkgewer die verdienste vir sodanige skof(te) oordra na die volgende betaaldag, maar nie later nie.

(5) Die maandelikse verdienste aan maandeliks besoldigde werknemers verskuldig, moet voor of op die laaste werkdag van elke kalendermaand aan hulle betaal word.

(6) By diensbeëindiging moet die werkgewer aan die werknemer sy verdienste, bereken tot die tyd en datum van diensbeëindiging betaal, en wel op die datum van sodanige beëindiging.

(7) 'n Werkgewer wat die dag wil verander waarop verdienste aan sy werknemers betaal word, moet sy werknemers in kennis stel van sy voorneme om hierdie dag te verander deur 'n geskikte kennisgewing minstens 14 dae voor die verandering gaan plaasvind op 'n opvallende plek op sy perseel te vertoon.

(8) Alle verdienste moet aan werknemers oorhandig word in verseëde houe waarop die volgende getoon word, of wat vergesel moet gaan van 'n staat wat die volgende meld:

- (a) Die naam van die werkgewer;

(4) The secretary of the Regional Council or the Secretary of the Council, as the case may be, shall issue to every person granted exemption, a licence signed by him setting out—

- (a) the name of the person concerned;
- (b) the provisions of this Agreement from which exemption is granted;
- (c) the conditions subject to which such exemption is granted; and
- (d) the period during which the exemption shall be valid.

(5) The secretary of the Regional Council or the Secretary of the Council, as the case may be, shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

5. PAYMENT OF EARNINGS

(1) All earnings due shall be paid either hourly, daily, weekly, fortnightly or monthly, depending on the contract of employment, as the case may be, in cash: Provided that—

- (i) where an employee consents, payment may be made by cheque; and
- (ii) if payment is made by cheque, it shall be made at a time which permits the cheque to be cashed on the day of payment.

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

(b) The day referred to in paragraph (a) of this subclause shall be any day on which the employee concerned ordinarily works: Provided that at the request of the employee and with the consent of the employer the employee may be paid on another week-day, i.e. excluding Sunday.

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

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

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

(5) The monthly earnings due to monthly paid employees shall be paid to them not later than the last working day of each calendar month.

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

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

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

- (a) the name of the employer;

- (b) die name van die werknemer voluit;
- (c) die datum van betaling;
- (d) die tydperk waarvoor hy besoldig word;
- (e) die getal gewone en oortydure gewerk en die verskuldigde verdienste;
- (f) die getal ure op 'n Sondag gewerk en die verdienste daarvoor verskuldig;
- (g) besonderhede van alle ander verdienste;
- (h) besonderhede van alle bedrae wat afgetrek is;
- (i) die bedrag ingesluit; en
- (j) verlofbesoldiging wat ingevolge hierdie Ooreenkoms verskuldig is, tensy sodanige verlofbesoldiging ingevolge hierdie Ooreenkoms aan die sekretaris van 'n Streekraad gestuur moet word.

(9) Daar mag van geen werknemer, as deel van sy dienskontrak, vereis word om kos en/of inwoning te aanvaar van sy werkgever of by 'n plek aangewys deur die werkgever of om goedere van die werkgever te koop nie.

(10) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, mag geen bedrae hoegenaamd, uitgesonderd die volgende, by wyse van skuldvergelyking of andersins, afgetrek word van die verdienste waarop 'n werknemer gewoonweg geregtig is nie:

- (a) Waar 'n werknemer van die werk afwesig is om 'n ander rede as met verlof met besoldiging, 'n bedrag in verhouding tot sodanige afwesigheid, bereken op die grondslag van die loon wat sodanige werknemer vir sy gewone werkure ten tyde daarvan ontvang het:

Met dien verstande dat—

- (i) waar sodanige afwesigheid te wyte is aan arbeidsongeskiktheid of siekte wat binne die bestek van die Wet op Vergoeding vir Beroepsbeserings en Siektes, 1993, val, die aftrekking vir die eerste week van afwesigheid hoogstens 70 persent van die werknemer se loon mag bedra;
- (ii) 'n werkgever as opskortende voorwaarde vir die betaling van 'n bedrag ingevolge voorbehoudsbepaling (i), van die werknemer kan vereis om 'n doktersertifikaat te toon wat die aard en duur van die werknemer se ongeskiktheid meld;
- (b) met die skriftelike toestemming van die werknemer en van die Streekraad of die Raad, bedrae vir—
 - (i) 'n vakansie-, versekerings-, voorsorg- en/of pensioenfonds of mediese hulpskema, waar sodanige fondse nie deur 'n Streekraad of deur die Raad geadministreer word nie;
 - (ii) tee-, sport- of dergelike klubs;
 - (iii) goedere wat die werknemer van sy werkgever gekoop het;
- (c) bydraes tot die fondse van die Raad ingevolge klousule 11 van hierdie Ooreenkoms en bydraes tot 'n siektebystands-, voorsorg- en/of pensioenfonds wat deur 'n Streekraad of die Raad geadministreer word;
- (d) alle bedrae wat 'n werkgever regtens of ingevolge 'n ordonnansie of geregtelike proses ten behoeve van 'n werknemer moet betaal;
- (e) waar 'n werknemer instem om kos en/of inwoning van sy werkgever aan te neem, 'n bedrag van hoogstens R2,50 per week waar kos en inwoning verskaf word, hoogstens R1,65 per week slegs vir kos, of 85c per week slegs vir inwoning;
- (f) ledegedeltes aan die Motor Industry Employees' Union of South Africa, die Motor Industry Staff Association en die National Union of Metalworkers of South Africa, ingevolge klousule 12 van hierdie Ooreenkoms, of aan ander geregistreerde vakverenigings wat deur 'n Streekraad of die Raad goedgekeur is;

- (b) the full names of the employee;
- (c) the date of payment;
- (d) the period in respect of which payment is made;
- (e) the number of ordinary and overtime hours worked and the earnings due;
- (f) the number of hours worked on a Sunday and the earnings due therefor;
- (g) details of any other earnings;
- (h) details of any deductions which have been made;
- (i) the amount enclosed; and
- (j) any amount due as leave pay in terms of this Agreement unless such leave pay has to be sent in terms of this Agreement to the secretary of a Regional Council.

(9) No employee shall be required as part of his contract of employment to board and/or lodge with his employer or at any place nominated by the employer or to purchase any goods from the employer.

(10) Unless otherwise provided for in this Agreement, no deduction or set-off of any description other than the following shall be made from the earnings which an employee would normally be entitled to receive.

- (a) Where an employee is absent from work, other than on paid leave, a deduction proportionate to such absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof:

Provided that—

- (i) where such absence is owing to a disablement or an illness falling within the scope of the Compensation for Occupational Injuries and Diseases Act, 1993, the deduction shall, in respect of the first week of absence, not exceed 70 per cent of the employee's wage;
- (ii) an employer may as a condition precedent to the payment of any amount in terms of proviso (i) require the employee to produce a medical certificate stating the nature and duration of the employee's incapacity;
- (b) deductions which are made with the written consent of the employee and of the Regional Council or the Council for—
 - (i) holiday, insurance, provident and/or pension funds or medical aid schemes where these are not administered by a Regional Council or the Council;
 - (ii) tea, sports or similar clubs;
 - (iii) purchases by employees from their employers;
- (c) contributions to Council funds in terms of clause 11 of this Agreement and contributions to any sick benefit, provident and/or pension funds administered by any Regional Council or the Council;
- (d) any amount paid by an employer compelled by law, ordinance, or legal process to make payment on behalf of an employee;
- (e) where an employee agrees to accept board and/or lodging from his employer, a deduction not exceeding R2,50 per week when board and lodging is provided, or not more than R1,65 per week for board only, or 85c per week for lodging only;
- (f) subscriptions to the Motor Industry Employees' Union of South Africa, the Motor Industry Staff Association and the National Union of Metalworkers of South Africa, in terms of clause 12 of this Agreement, or to such other registered trade unions as may be approved by a Regional Council or the Council;

- (g) bedrae wat 'n werkgewer geregtig is om ooreenkomstig regulasies afgekondig kragtens die Wet op Mannekragopleiding, 1981, te verhaal op 'n vakvereniging wat gedros het of uit 'n opleidingshospitaal vir vakleerlinge gesit is,

en 'n werkgewer wat so 'n aftrekking gemaak het, moet die gedrag aldus afgetrek voor of op die 10de dag van die maand wat volg op die maand waarin die aftrekking geskied het aan die Sekretaris van die betrokke Streekraad stuur.

(11) Wanneer hy sy verdienste ontvang, moet elke werknemer skriftelik ontvangs daarvan erken as sy werkgewer dit vereis.

(12) As 'n werkgewer weens 'n klerklike of boekhou- of administratiewe fout of verkeerde berekening meer besoldiging of verlofbesoldiging aan 'n werknemer betaal as wat regtens betaalbaar is, is die werkgewer daarop geregtig om, behoudens ondergemelde voorwaardes, die oorbetalings te verhaal deur dit van daaropvolgende lone of verdienstes of verlofbesoldiging af te trek:

- Die bedrag kan van een of meer betalings van verdienste of verlofbesoldiging afgetrek word, maar geen enkele aftrekking mag meer as 20 persent bedra van die besoldiging waarvan dit afgetrek word nie;
- geen sodanige bedrag mag afgetrek word nie, tensy die werkgewer die werknemer ten tyde van die eerste aftrekking en die Raad binne sewe dae ná die eerste aftrekking, verwittig van die omstandighede waarin die oorbetalings gedoen is, die bedrag daarvan en die bedrag van die voorgestelde aftrekking of aftrekkings.

(13) 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 teen die koers soos voorgeskryf kragtens klousule 33 van hierdie Ooreenkoms vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang is: Met dien verstande dat 'n Streekraad daartoe geregtig is om na goedgekeurde betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

6. ADMINISTRASIE VAN OOREENKOMS

(1) Die Nasionale Nywerheidsraad vir die Motormywerheid, geregistreer kragtens artikel 19 van die Wet op Arbeidsverhoudinge, 1956, hierna die Raad genoem, is die liggaam verantwoordelik vir die administrasie van hierdie Ooreenkoms.

(2) Die Raad kan, kragtens sy Konstitusie, Streekrade aanstel vir die Streke wat hy van tyd tot tyd instel.

7. AGENTE

Die Raad of 'n Streekraad kan een of meer aangewese persone as agente aanstel om te help om uitvoering te gee aan hierdie Ooreenkoms, en dit is die plig van elke werkgewer en elke werknemer om sodanige persone toe te laat om die bedryfsinrigting te betree, dié navrae te doen en te voltooi en dié dokumente, boeke, loonstate, tydstate en betaalkaartjies te ondersoek en dié persone te ondervra en al dié stappe te doen wat nodig is om vas te stel of hierdie Ooreenkoms nagekom word.

8. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer moet, tensy hy dit reeds gedoen het, ten opsigte van elke plek waar hy sake doen 'n verklaring in die vorm van Aanhangsel A van hierdie Ooreenkoms invul of opstel en sodanige verklaring by die sekretaris van die Streekraad binne wie se regsgebied sodanige sakeonderneming geleë is, indien en wel nie later nie as 30 dae ná die datum—

- waarop hierdie Ooreenkoms van krag word, in die geval van elke plek waar hy 'n sakeonderneming op daardie datum dryf; of

- amounts which an employer in terms of regulations promulgated in terms of the Manpower Training Act, 1981, is entitled to recover from an apprentice who has deserted or has been expelled from an apprenticeship training hostel,

and an employer who has made such a deduction shall pay the amount deducted to the Secretary of the Regional council concerned by not later than the 10th day of the month following that during which the deduction was made.

(11) Every employee shall, if so required by his employer, upon receiving payment of his earnings, acknowledge receipt thereof in writing.

(12) If an employer, owing to clerical or accounting or administrative error, or miscalculation, pays an employee any remuneration or leave pay in excess of the amount legally payable, the employer shall be entitled to recover the amount of the overpayment by deduction from subsequent wages or earnings or leave pay, subject to the following conditions:

- The deductions may be made from one or more payments of earnings or leave pay, but no one deduction may exceed 20 per cent of the payment from which it is deducted;
- no such deduction shall be made unless the employer, in writing, notifies the employee at the time of the first deduction, and the Council within seven days of the first deduction, of the circumstances under which the overpayment was made, the amount thereof, and the amount of the proposed deduction or deductions.

(13) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in terms of clause 33 of this Agreement, from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

6. ADMINISTRATION OF AGREEMENT

(1) The National Industrial Council for the Motor Industry, registered in terms of section 19 of the Labour Relations Act, 1956, hereinafter referred to as the Council, shall be the body responsible for the administration of this Agreement.

(2) The Council may in terms of its Constitution appoint Regional Councils for such Regions as it may establish from time to time.

7. AGENTS

The Council or any Regional Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of every employer and every employee to permit such persons to enter such establishment, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, 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.

8. REGISTRATION OF EMPLOYERS

(1) Every employer, unless he has already done so, shall in respect of each place at which he carries on business complete a statement in the form of Annexure A to this Agreement and lodge such statement with the secretary of the Regional Council within whose area of jurisdiction such place of business is situated, not later than 30 days after the date—

- on which this Agreement comes into operation in the case of any place(s) of business which he is operating at that date; or

(b) waarop daar met die sakeonderneming op sodanige plek begin is.

(2) Elke werkgewer moet die sekretaris van die betrokke Streekraad binne een maand na sodanige verandering van alle veranderings in ondergenoemde in kennis stel:

- (a) Die eienaars; en/of
- (b) die naam; en/of
- (c) die adres van die sakeonderneming; en/of
- (d) die vennote, direkteure of bestuurders.

9. VERTONING VAN OOREENKOMS EN OPPLAK VAN KENNISGEWINGS

Elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet ondergenoemde dokumente wat in leesbare letters en in albei amptelike tale van die Republiek van Suid-Afrika gedruk moet wees, op 'n opvallende plek wat gereedelik toeganklik is, op sy perseel opplak en opgeplak hou:

- (a) 'n Eksemplaar van hierdie Ooreenkoms;
- (b) 'n kennisgewing in die vorm voorgeskryf by die regulasies kragtens die Wet, waarin gemeld word die dag van die week of maand, na gelang van die geval, en die tyd waarop en plek waar lone gewoonlik elke week of elke maand, na gelang van die geval, betaal sal word;
- (c) 'n kennisgewing waarin die amptelike adres van die Afdelingsinspekteur, Departement van Arbeid en van die sekretaris van die Streekraad binne wie se regsgebied die werkgewer sy sake doen, verstrekkend word;
- (d) 'n kennisgewing wat die aanvangs- en uitskeityd van elke skof meld in die geval van vul- en/of diensstasies waar arbeiders volgens 'n skofstelsel werk;
- (e) 'n kennisgewing in die vorm van Aanhangsel B van hierdie Ooreenkoms.

10. REGISTERS WAT DEUR WERKGEWERS BYGEHOU MOET WORD

(1) **Uur- en loonregisters:** (a) Elke werkgewer moet ten opsigte van en by elke plek waar hy besigheid dryf, 'n bygehoue register van die verdienste wat betaal is aan en die tyd wat gewerk is deur elk van sy werknemers te alle tye ter insae hou in die vorm voorgeskryf by die regulasies kragtens die Wet. Alle inskrywings moet met ink gedoen word.

(b) Elke werkgewer moet die ingevulde register, in paragraaf (a) van hierdie subklousule bedoel, hou vir 'n tydperk van drie jaar ná die datum van elke inskrywing daarin.

(c) Elke werkgewer moet by die indiensneming van elke werknemer die volgende besonderhede inskryf in die register wat in paragraaf (a) van hierdie subklousule bedoel word:

- (i) Die naam van die werknemer;
- (ii) die klas werk wat hy doen; en
- (iii) die aanvangsdatum van sy indiensneming.

(2) **Bywoningsregister:** Elke werkgewer moet 'n bywoningsregister, in die vorm van Aanhangsel 2, van die regulasies afgekondig kragtens die Wet op Basiese Diensvoorwaardes, 1983, beskikbaar hou waarin elke werknemer die presiese tyd van sy aankoms by en vertrek van die werk kan aantekene, as hy wil, of moet aantekene as sy werkgewer dit van hom vereis.

11. OPGAWES AAN DIE RAAD

(1) Elke werkgewer moet op elke betaaldag die heffings wat in subklousule (6) van hierdie klousule gespesifiseer is, van die loon van elkeen van sy werknemers, uitgesonderd vakleerlinge, aftrek.

(2) Elke werkgewer moet 'n bedrag bydra gelyk aan die bedrag van die heffings wat ooreenkomstig subklousule (1) van hierdie klousule afgetrek is en dit voeg by die bedrag wat aldus afgetrek is.

(b) of the commencement of business at any such place.

(2) Every employer shall, within one month after such change, notify the secretary of the Regional Council concerned of any change in—

- (a) the ownership; and/or
- (b) the name; and/or
- (c) the address of the business; and/or
- (d) the partners, directors or managers.

9. EXHIBITION OF AGREEMENT AND POSTING OF NOTICES

Every employer upon whom this Agreement is binding shall affix and keep affixed in some conspicuous and readily accessible place upon his premises the undermentioned documents, which must be printed in legible characters in both official languages of the Republic of South Africa:

- (a) A copy of this Agreement;
- (b) a notice, in the form prescribed by the regulations under the Act, specifying the day of the week or month, as the case may be, and the time and place at which wages will ordinarily be paid each week or month, as the case may be;
- (c) a notice containing the official address of the Divisional Inspector, Department of Labour and of the secretary of the Regional Council within whose area of jurisdiction the employer is carrying on his business;
- (d) a notice containing the starting and finishing times of each shift, in the case of filling and/or service stations where labourers are employed on a shift system;
- (e) a notice in the form of Annexure B to this Agreement.

10. RECORDS TO BE KEPT BY EMPLOYERS

(1) **Hours and wages record:** (a) Every employer shall, in respect of and at each place where he conducts business, keep available for inspection at all times and in the form prescribed by the regulations under the Act, an up to date record of the earnings paid to and the time worked by each of his employees. All entries shall be in ink.

(b) Every employer shall retain the completed record referred to in paragraph (a) of this subclause for a period of three years subsequent to the date of any entry therein.

(c) Every employer shall upon the commencement of employment of every employee enter into the record referred to in paragraph (a) of this subclause—

- (i) the name of the employee;
- (ii) the class of his employment; and
- (iii) the date of commencement of his employment.

(2) **Attendance record:** Every employer shall have available an attendance register in the form of Annexure 2 to the regulations promulgated in terms of the Basic Conditions of Employment Act, 1983, in which any employee who wishes to do so may, and every employee whose employer requires him to do so shall, record his correct times of arrival at and departure from work.

11. RETURNS TO THE COUNCIL

(1) Every employer shall on each pay-day deduct from the earnings of each of his employees, other than apprentices, the levies specified in subclause (6) of this clause.

(2) Every employer shall contribute and add to the levies deducted in terms of subclause (1) levies of an equal amount.

(3) Die totale bedrag van die heffings wat van die lone van die werknemers afgetrek is en die bedrag wat deur die werkgewers bygedra is ooreenkomstig onderskeidelik subklousules (1) en (2) van hierdie klousule, moet elke maand betaal word aan die sekretaris van die Streekraad binne wie se regsgebied die werkgewer se bedryfsinrigting geleë is, vergesel van 'n skriftelike verklaring wat die volgende besonderhede bevat:

- (a) Die totale aantal wagte, werknemers graad 1 en graad 2 in diens en die totale bedrag van die heffings wat ten opsigte van sodanige werknemers aangestuur word; en
- (b) ten opsigte van alle ander werknemers, insluitende vakleerlinge—
 - (i) die familienaam, voorletters, ras, geslag, geboortedatum, beroep en identiteitsnommer van vakmanne wat nie lede van vakverenigings is nie;
 - (ii) die bedrag van die heffing wat ten opsigte van elke werknemer aangestuur word;
 - (iii) datum van indiensneming of datum van diensbeëindiging in die geval van werknemers wat in diens geneem of ontslaan is sedert die besonderhede die vorige keer aangestuur is.

[Opmerking: Vakmanne in bedryfsinrigtings wat nie 'n party by die Ooreenkoms is nie moet deur die Raad voorsien word van genommerde identiteitskaarte en die vakverenigingnummers van vakvereniginglede moet ingevolge klousule 12 (1) (a) van hierdie Afdeling op maandelikse opgawes ingevoeg word.]

(4) (a) Elke werkgewer moet onmiddellik nadat hy iemand as 'n B/A-vakman of werkmansmasjinis in sy bedryfsinrigting in diens geneem het 'n kennisgewing van sodanige indiensneming in die vorm van Aanhangsel B.1 van hierdie Ooreenkoms invul.

(b) Elke werkgewer moet onmiddellik nadat 'n B/A-vakman of werkmansmasjinis bedank of uit sy diens ontslaan word 'n kennisgewing van sodanige bedanking of ontslag in die vorm van Aanhangsel B.2 van hierdie Ooreenkoms invul.

(c) Elke werkgewer wat 'n kennisgewing invul soos in paragraaf (a) of (b) van hierdie subklousule voorgeskryf, moet dit binne sewe dae van die geval waarop dit betrekking het aan die Streekraad stuur binne wie se regsgebied die werkgewer se bedryfsinrigting geleë is.

(5) Elke werkgewer moet die totale bedrag van die betaalbare heffings en die staat van die besonderhede wat elke maand ooreenkomstig subklousule (3) van hierdie klousule vereis word voor of op die 10de dag van die maand wat onmiddellik volg op dié waarop heffings en besonderhede betrekking het, aan die sekretaris van die betrokke Streekraad betaal.

[Opmerking: (a) Die huidige posadres van die sekretaris 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 N.TVL: Posbus 8477, Johannesburg, 2000;
 Streek WP: Posbus 1946, Kaapstad, 8000.

(b) Vorms wat spesifiek opgestel is vir die insluiting van die besonderhede wat ooreenkomstig hierdie klousule vereis word, is op aansoek verkrygbaar van die sekretaris van die betrokke Streekraad.]

(6) Die bydraes ingevolge subklousule (1) moet soos volg in die Streke ingevorder word:

- (a) In Streke BR, OP, NL en WP:

Wagte, werknemers, graad 1 en graad 2 (ongeach hul weekloon), 21c per week;

alle ander werknemers, 30c per week;

(3) The total amount of levies deducted from the earnings of employees and contributed by employers in terms of subclauses (1) and (2) of this clause, respectively, shall be paid each month to the secretary of the Regional Council within whose area of jurisdiction the employer's establishment is situated and shall be accompanied by a written statement containing the following details:

- (a) The total number of watchmen, Grade 1 and Grade 2 employees employed and the total amount of levies remitted in respect of such employees; and
- (b) in respect of all other employees, including apprentices—
 - (i) name, initials, race, sex, date of birth, occupation and identity number of non-trade union journeymen;
 - (ii) amount of levy remitted in respect of each employee;
 - (iii) date service began or date service ended, in the case of employees whose employment began or ended since the details were last submitted.

[Note: Journeymen in non-party establishments shall be given numbered identity cards by the Council, and the trade union numbers of trade union members must be inserted on monthly returns in terms of clause 12 (1) (a) of this Division.]

(4) (a) Every employer shall immediately after he engages any person to work in his establishment as a B/A journeyman or operative machinist complete a notification of such engagement in the form of Annexure B.1 to this Agreement.

(b) Every employer shall immediately after a B/A journeyman or operative machinist resigns or is discharged from his employ complete a notification of such resignation or dismissal in the form of Annexure B.2 to this Agreement.

(c) Every employer who completes a notification as prescribed in paragraph (a) or (b) of this subclause shall despatch it within seven days of the event to which it relates to the Regional Council within whose area of jurisdiction the employer's establishment is situated.

(5) Every employer shall pay the total amount of the levies payable and render the statement of details required each month in terms of subclause (3) 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 levies 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 N.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.]

(6) The contributions in terms of subclause (1) shall be at the rates set out hereunder.

- (a) In Regions BR, EP, NL and WP:

Watchmen, Grade 1 and Grade 2 employees (irrespective of weekly wage), 21c per week;

all other employees, 30c per week;

(b) in Streke OVS & NK en TVL:

Wagte, werknemers graad 1 en graad 2 (ongeaag hul weekloon), 30c per week;

alle ander werknemers, 45c per week:

Met dien verstande dat—

- (i) waar 'n werknemer vir minder as 23 uur 'n loon ontvang of minder as 23 uur in 'n bepaalde week gewerk het, geen bydraes deur of ten opsigte van hom vir daardie week betaalbaar is nie;
- (ii) voordat 'n werknemer met sy jaarlikse verlof gaan, die bydraes wat verskuldig is vir die tydperk wat hy met verlof sal wees, afgetrek moet word.

(7) 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 soos voorgeskryf by klousule 33 van hierdie Ooreenkoms 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 goeie dunks betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

12. LEDEGELD VIR DIE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA, DIE MOTOR INDUSTRY STAFF ASSOCIATION, DIE NATIONAL UNION OF METALWORKERS OF SOUTH AFRICA EN DIE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION

(1) (a) Elke werkgewer wat lid is van die South African Motor Industry Employers' Association en/of South African Vehicle Builders' and Repairers' Association, moet van die loon van elkeen van sy betrokke werknemers die ledegeld aftrek wat deur sodanige werknemers aan die Motor Industry Employees' Union of South Africa, die Motor Industry Staff Association of die National Union of Metalworkers of South Africa betaalbaar is, en moet die bedrag aldus afgetrek stuur aan die sekretaris van die Streekraad wat regsbevoegdheid in die betrokke gebied het, saam met 'n skriftelike verklaring wat die volgende besonderhede bevat van elke werknemer van wie se loon ledegeld afgetrek is:

- (i) Familienaam en voorletters;
- (ii) vakverenigingslidmaatskapnommer;
- (iii) bedrag afgetrek; en
- (iv) tydperk ten opsigte waarvan ledegeld afgetrek is.

(b) 'n Werkgewer wat deur 'n Streekraad skriftelik in kennis gestel is dat een of meer van sy werknemers agterstallig is met ledegeld vir die Motor Industry Employees' Union of South Africa of die National Union of Metalworkers of South Africa of die National Union of Metalworkers of South Africa of met toetredingsgeld, moet sodanige agterstallige bedrae teen hoogstens R4 per werknemer per week aftrek van die besoldiging wat aan sodanige werknemer verskuldig is en moet bedrae wat aldus afgetrek is onverwyld aan die betrokke Streekraad stuur.

(c) Elke werkgewer moet die ledegeld aldus afgetrek saam met die verklaring wat ooreenkomstig paragraaf (a) vereis word, voor of op die 10de dag van die maand wat onmiddellik volg op die maand waarop die ledegeld betrekking het, aan die sekretaris van die betrokke Streekraad stuur.

(Opmerking: Vorms wat spesifiek opgestel is vir die insluiting van die besonderhede wat ooreenkomstig hierdie subklousule vereis word, is op aansoek verkrygbaar van die sekretaris van die betrokke Streekraad.)

(b) in Regions OFS & NC and TVL:

Watchmen, Grade 1 and Grade 2 employees (irrespective of weekly wage), 30c per week;

all other employees, 45c per week:

Provided that—

- (i) where an employee receives wages for less than 23 hours, or has worked for less than 23 hours in a particular week, no contributions shall be payable by or in respect of him for that week;
- (ii) before an employee proceeds on annual leave, contributions due in respect of the period during which he is to be on leave shall be deducted.

(7) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in clause 33 of this Agreement from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

12. SUBSCRIPTIONS TO THE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA, THE MOTOR INDUSTRY STAFF ASSOCIATION, THE NATIONAL UNION OF METALWORKERS OF SOUTH AFRICA AND THE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION

(1) (a) Every employer who is a member of the South African Motor Industry Employers' Association and/or South African Vehicle Builders' and Repairers' Association shall deduct from the wages of each of his employees concerned the amount of the subscription payable by such employees to the Motor Industry Employees' Union of South Africa, the Motor Industry Staff Association or the National Union of Metalworkers of South Africa of Metalworkers of South Africa and shall pay to the secretary of the Regional Council having jurisdiction in the area concerned the amount thus deducted and render a written statement containing the following details in respect of each employee from whose wages subscriptions have been deducted:

- (i) Surname and initials;
- (ii) trade union membership number;
- (iii) amount deducted; and
- (iv) period in respect of which subscriptions were deducted.

(b) An employer who has been notified in writing by a Regional Council that one or more of his employees is in arrears with the Motor Industry Employees' Union of South Africa or the National Union of Metalworkers of South Africa subscriptions or entrance fees shall deduct such arrears up to an amount not exceeding R4 per employee per week from remuneration due to such employee, and shall forthwith remit any amounts so deducted to the Regional Council concerned.

(c) Every employer shall pay the subscriptions deducted and render the statement required in terms of paragraph (a) 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 subscriptions relate.

(Note: Forms prepared specifically for the inclusion of the details required by this subclause are obtainable on application from the secretary of the Regional Council concerned.)

(2) Elke werkgewer wat lid is van die South African Motor Industry Employers' Association moet, tensy hy sodanige ledegeld alreeds regstreeks aan genoemde Association betaal hessociation betaal het, voor of op die 10de dag van elke maand een twaalfde van sy jaarlikse ledegeld wat aan genoemde Association betaalbaar is, aan die sekretaris van die betrokke Streekraad stuur.

(3) Ledegeld wat die Raad ooreenkomstig subklousules (1) en (2) van hierdie klousule ten behoeve van die South African Motor Industry Employers' Association, die Motor Industry Employees' Union of South Africa, die Motor Industry Staff Association en die National Union of Metalworkers of South Africa ontvang, moet voor of op die 10de dag van die maand wat volg op die waarin die ledegeld ontvang is, aan daardie organisasie/vakvereniging betaal word.

(4) Indien die 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 die bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers soos voorgeskryf kragtens klousule 33 van hierdie Ooreenkoms 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 goeddunke betaling van sodanige rente of gedeelte daarvan kwyt te skel.

13. VAKVERENIGINGARBEID

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms—

- (a) mag geen werkgewer wat lid is van enige van die werkgewersorganisasies 'n werknemer in diens hou wat, terwyl hy tot lidmaatskap van enige van die vakverenigings toelaatbaar is, nie op die datum waarop hierdie Ooreenkoms in werking tree 'n lid van sodanige vereniging is nie, of wat nie binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van indiens-treding waar die indiens-treding na die datum van inwerking-treding van die Ooreenkoms geskied, 'n lid van sodanige vakvereniging word nie;
- (b) geen lid van enigeen van die vakverenigings mag in diens bly by 'n werkgewer wat nie lid is van enigeen van die werkgewersorganisasies op die datum waarop hierdie Ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae na sodanige datum of na die datum van indiensneming van die betrokke werknemer waar sodanige indiensneming na die datum van inwerking-treding van hierdie Ooreenkoms geskied, lid van enigeen van die werkgewersorganisasies word nie;
- (c) moet die werkgewer, as 'n aansoek soos in paragraaf (b) van hierdie subklousule bedoel, verwerp word deur die vakvereniging aan wie dit gerig is, by ontvangs van sodanige kennisgewing van verwerping van die aansoek die werknemer onmiddellik kennis gee van diensbeëindiging soos in hierdie Ooreenkoms bepaal.

(2) Hierdie klousule is nie van toepassing nie—

- (a) op kantoor-, pakhuis- en verkoopswerknemers en klerke wat nie binne die bestek van die Hoof-ooreenkoms;
- (b) op 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika: Met dien verstande dat—

- (i) as 'n immigrant te eniger tyd na die eerste drie maande van sy diens in die Nywerheid 'n uitnodiging van enigeen van die betrokke vakverenigings om lid daarvan te word, geweier het, hierdie klousule onmiddellik in werking tree; en

(2) Every employer who is a member of the South African Motor Industry Employers' Association shall not later than the 10th day of each month forward to the secretary of the Regional Council concerned one twelfth of his annual subscriptions payable to the said Association, should such subscriptions not already have been paid direct to the Association.

(3) Subscriptions received by the Council in accordance with the provisions of subclauses (1) and (2) of this clause on behalf of the South African Motor Industry Employers' Association, the Motor Industry Employees' Union of South Africa, the Motor Industry Staff Association and the National Union of Metalworkers of South Africa shall be paid to that organisation or those trade unions by not later than the 10th day of the month following that during which the subscriptions were received.

(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 prescribed in clause 33 of this Agreement from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

13. TRADE UNION LABOUR

(1) Save as is otherwise provided in this Agreement—

- (a) no employer who is a member of any one of the employers' organisations shall continue to employ an employee who, while being eligible for membership of any one of the trade unions, is not a member of such union as at the date of coming into operation of this Agreement or who does not become a member of such trade union within a period of 90 days from such date or from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement;
- (b) no member of any one of the trade unions may continue his employment with an employer who is not a member of any one of the employers' organisations as at the date of coming into operation of this Agreement or who does not within a period of 90 days after such date or after the date of employment of the employee concerned where the employment takes place after the date of coming into operation of this Agreement become a member of any one of the employers' organisations;
- (c) if any application such as is referred to in paragraph (b) of this subclause is rejected by the trade union to which it is addressed, the employer shall on receipt of such notice of rejection of the application give the employee immediate notice of termination of employment as provided by this Agreement.

(2) This clause shall not apply—

- (a) in respect of office, stores, sales and clerical employees who do not fall within the scope of the Main Agreement;
- (b) in respect of an immigrant during his first year after the date of his entry into the Republic of South Africa: Provided that—

- (i) if any immigrant has at any time after the first three months of his employment in the Industry refused an invitation from any of the trade unions concerned to become a member thereof the provisions of this clause shall immediately come into operation; and

- (ii) elke werkgewer, onmiddellik nadat 'n immigrant by hom begin werk, die sekretaris van die Streekraad in wie se gebied sy bedryfsinrigting sake doen, in kennis moet stel van die feit dat hy 'n immigrant in diens geneem het en van die naam en die datum van indiensneming van sodanige immigrant;
- (c) in gevalle waar, afgesien van die regte van 'n veronregte persoon kragtens artikel 51 (10) van die Wet, lidmaatskap van 'n party by hierdie Ooreenkoms na die mening van die Raad sonder redelike gronde geweier of beëindig is en die aansoeker sodanige weiering binne 21 dae daarna aan die Raad gerapporteer het;
- (d) op vakleerlinge, werknemers graad 1 en graad 2 en wagte;
- (e) op direkteurs (van maatskappye met beperkte aanspreeklikheid en lede van beslote korporasies) wat die magtiging verleen is om personeel in diens te neem of ontslaan of die beleid van hul maatskappye te bepaal of te help bepaal;
- (f) op werknemers en werkgewers aan wie vrystelling van die bepalings van subklousule (1) van hierdie klousule deur die Raad verleen is.

(3) Bewys van lidmaatskap van enigeen van die betrokke vakverenigings bestaan uit die voorlegging van 'n lidmaatskapskaart wat deur die betrokke vakvereniging uitgereik is en wat, in die geval van die Motor Industry Employees' Union of South Africa en die National Union of Metalworkers of South Africa, 'n inskrywing bevat van die graad waarin die lidmaatskap van sodanige lid geregistreer is.

(4) (a) Op ontvangs van 'n aansoek om vrystelling van die bepalings van subklousule (1) van hierdie klousule, moet die Sekretaris van die Streeksraad wat jurisdiksie oor die betrokke inrigting uitoefen, onmiddellik die streekkantore van die betrokke vakbond en werkgewersvereniging deur middel van telefaks of handafgelewerde kennisgewing, verwittig.

(b) Enige vertoë wat die betrokke vakvereniging of werkgewersvereniging wil rig, moet deur middel van telefaks versend of per hand afgelewer word aan die Sekretaris van die betrokke Streekraad en sodanige aansoek om vrystelling en sodanige vertoë moet binne 30 dae, bereken vanaf die datum van ontvangs van die oorspronklike aansoek deur die Raad se Streekvrystellingskomitee, aangehoor en afgehandel word.

(c) Die Streekvrystellingskomitee sal alle *bona fide*-aansoeke om vrystelling oorweeg en toestaan: Met dien verstande dat genoemde vrystelling nie uitgereik sal word in gevalle waar onbetwisbare bewys van intimidasie en/of uitbuiting deur wie ook al bestaan nie.

(d) In gevalle waar dispute aangaande intimidasie en/of uitbuiting ontstaan wat die Streekvrystellingskomitee verhoed om ooreenkoms aangaande die aansoek om vrystelling te bereik, sal die dispuut na die betrokke Streekraad verwys word vir 'n skikking kragtens die Konstitusie van die Raad.

14. DIFFERENSIËLE LONE EN INDIENSNEMING VIR VAKMANSWERK

(1) **Indiensneming vir vakmanswerk:** (a) Geen werkgewer mag enigiemand, uitgesonderd 'n vakman, B/A-vakman, vakleerling of kwekeling ingevolge die Wet op Mannekragopleiding, 1981, vir vakmanswerk in diens neem nie: Met dien verstande dat hierdie klousule nie geag moet word die indiensneming te verbied van ander klasse werknemers teen die lone wat vir sodanige klasse voorgeskryf word vir die werksaamhede en in die omstandighede in die omskrywing van sodanige klasse vermeld nie:

Voorts met dien verstande dat sodanige indiensneming nie strydig is met die Hofooreenkoms nie.

- (ii) every employer shall, immediately after an immigrant commences employment with him, inform the secretary of the Regional Council in whose area his establishment operates of the fact that he has engaged an immigrant, and of the name of the date of engagement of such immigrant;

- (c) in cases where, apart from the rights of an aggrieved person in terms of section 51 (10) of the Act, membership of a party to this Agreement has, in the opinion of the Council, been refused or terminated without reasonable cause and the applicant has reported such refusal to the Council within 21 days thereof;
- (d) to apprentices, Grade 1 employees, Grade 2 employees and watchmen;
- (e) to directors (of limited liability companies and members of close corporations) who are vested with the authority to engage or dismiss staff and to determine or assist in determining the policy of their company;
- (f) to employees and employers who are granted exemption by the Council from the provisions of subclause (1) of this clause.

(3) Proof of membership of any of the trade unions concerned shall be the production of a membership card issued by the relevant trade union and, in the case of the Motor Industry Employee's Union of South Africa and the National Union of Metalworkers of South Africa, bearing a record of the grade in which the membership of such member has been registered.

(4) (a) On receipt of an application for exemption from the provisions of subclause (1) of this clause, the Secretary of the Regional Council with jurisdiction over the establishment concerned, shall immediately notify the regional offices of the trade union and employers' association concerned by telefax transmission or hand-delivered notification.

(b) Any representations which the relevant trade union or employers' association may wish to make shall be transmitted by telefax or be hand-delivered to the Secretary of the Regional Council concerned and such application for exemption and such representations shall be considered by the Council's Regional Exemptions Committee and brought to finally within 30 days, calculated from the date of receipt by the Regional Council of the original application for exemption.

(c) The Regional Exemptions Committee shall consider and grant all *bona fide* applications for exemption: Provided that exemption shall not be granted in cases where irrefutable proof of intimidation and/or exploitation by whomsoever exists.

(d) In cases of dispute on the question of intimidation and/or exploitation which prevents the Regional Exemptions Committee from reaching agreement on an application for exemption, the dispute shall be referred to the Regional Council concerned for resolution in terms of the Constitution of the Council.

14. DIFFERENTIAL RATES OF WAGES AND EMPLOYMENT ON JOURNEYMAN'S WORK

(1) **Employment on journeyman's work:** (a) No employer shall employ or utilise any person, other than a journeyman, B/A journeyman, apprentice or trainee under the Manpower Training Act, 1981, on journeyman's work: Provided that this clause shall not be deemed to prohibit the employment of other classes of employees, at the wages prescribed for such classes, on the operations and in the circumstances specified in the definitions of such classes:

Provided further that such employment is not a contravention of the provisions of the Main Agreement.

(b) Geen werknemer mag 'n werknemer (wat onder sy toesig werk), uitgesonderd 'n vakman, B/A-vakman, vakleerling of kwekeling ingevolge die Wet op Mannekragopleiding, 1981, gelas of toelaat om vakmanswerk te verrig nie.

(c) Geen werknemer, uitgesonderd 'n vakman, B/A-vakman, vakleerling of kwekeling ingevolge die Wet op Mannekragopleiding, 1981, mag vakmanswerk verrig nie.

(Opmerking: Onvoldoende betaling van lone wat voortspuit uit of in verband staan met onwettige indiensneming ingevolge hierdie klousule moet in ooreenstemming met artikel 83 van die Wet vasgestel word.)

(2) **Differensiële lone—wettige indiensneming:** 'n Werkgewer wat, sonder om subklousule (1) van hierdie klousule te oortree, van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as altesaam 60 minute op 'n dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor—

- (a) of 'n hoër loon as dié van sy eie klas;
- (b) of 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas, voorgeskryf word, moet sodanige werknemer vir daardie dag—
 - (i) in die geval van paragraaf (a) bedoel, minstens die dagloon betaal wat teen die hoër loon bereken is; en
 - (ii) in die geval in paragraaf (b) bedoel, minstens die dagloon betaal, bereken volgens die kerf in die stygende loonskaal onmiddellik hoër as die loon wat die werknemer vir sy gewone werk ontvang het.

15. VERANDERING VAN DIENSVOORWAARDES

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

16. VERHUURING EN ONDERVERHUURING VAN PERSELE

(1) 'n Werkgewer mag nie, behalwe met die goedkeuring van die betrokke Streekraad, 'n gedeelte van die perseel wat hy okkupeer en waarin hy werk in verband met die Motornywerheid verrig of verrig het, laat verhuur of onderverhuur aan of laat okkupeer deur 'n persoon met die doel dat sodanige persoon werk in verband met die Motornywerheid daarin verrig, of toelaat dat dit aldus verhuur, onderverhuur of geokkupeer word nie.

(2) Die goedkeuring van die Streekraad kan na goeddunke verleen of geweier word.

17. DIENSSERTIFIKAAT

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

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

(c) No employee, other than a journeyman, B/A journeyman, apprentice or trainee under the Manpower Training Act, 1981, shall perform journeyman's work.

(Note: Any underpayments of wages which arise from or are connected with illegal employment in terms of this clause shall be assessed in accordance with section 83 of the Act.)

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

- (a) a wage higher than that of his own class; or
- (b) a rising scale of wages terminating in a wage higher than that of his own class, is prescribed shall pay to such employee in respect of that day—
 - (i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate; and
 - (ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work.

15. CHANGE IN CONDITIONS OF EMPLOYMENT

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

16. LETTING AND SUBLETTING OF PREMISES

(1) No employer shall cause or permit any part of the premises occupied by him in which he is conducting or has conducted any work in the Motor Industry to be let or sublet or occupied by any person for the purpose of such person engaging in any work connected with the Motor Industry except with the approval of the Regional Council concerned.

(2) The approval of the Regional Council may be granted or withheld at its discretion.

17. CERTIFICATE OF SERVICE

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

18. ONTWIKKELINGSFONDS VIR DIE MOTORNYWERHEID

(1) Die South African Motor Industry Employers' Association moet 'n bestuurskomitee aanstel bestaande uit lede van die South African Motor Industry Employers' Association en die South African Vehicle Builders' and Repairers' Association, en dié bestuurskomitee moet die heffings vir die Ontwikkelingsfonds vir die Motornywerheid en die Motoringenieursontwikkelingsfonds wat hy van die Opleidingsraad vir die Motornywerheid ontvang ten opsigte van sy deel van die opleidingsheffings betaalbaar kragtens klousule 31 van hierdie Ooreenkoms aanwend—

- (a) Om aan die Departement van Onderwys die Motornywerheid se eweredige aandeel aan kapitaaluitgawes te betaal wat ontstaan uit die blokvrylatingstelsel (semesterstelsel) van tegniese opleiding vir vakleerlinge in die Motornywerheid;
- (b) om na goeë dunde by te dra tot die koste van opleiding of ander skemas wat ingevoer en behartig word vir die voordeel van werknemers en/of werkgewers in die Motornywerheid;
- (c) om alle koste, uitgawes of gelde te bestry wat deur die Ontwikkelingsfonds vir die Motornywerheid en die Motoringenieursontwikkelingsfonds betaalbaar is ingevolge die konstitusies van hierdie Fondse.

19. NUMSA-ONTWIKKELINGSFONDS

Die fondse wat aan die NUMSA-ontwikkelingsfonds betaal word, moet geadminestreer word deur die Bestuurskomitee wat deur die Nasionale Uitvoerende Komitee van die National Union of Metalworkers of South Africa aangestel is ooreenkomstig die konstitusie wat by die Nywerheidsregistrator geregistreer is.

20. INDIENSNEEMING VAN PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

Geen werkgewer mag iemand onder die ouderdom van 15 jaar wetens in diens neem nie.

21. VERTEENWOORDIGERS VAN WERKNEMERS IN DIE RAAD

Werkgewers moet die verteenwoordigers van werknemers in die Raad of 'n Streekraad alle redelike fasiliteite verleen om hul pligte in verband met die vergaderings van sodanige Rade na te kom.

22. LOS ARBEIDERS

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is geen ander bepalings van hierdie Ooreenkoms as die volgende op los arbeiders, soos in hierdie klousule omskryf, van toepassing nie:

- (a) Die dienskontrakgrondslag van 'n los arbeider is uurliks, en die werkgewer moet sodanige werknemer, waar die dienstdyperk op 'n dag—
 - (i) twee uur of minder duur, minstens die uurloon vir twee uur betaal; of
 - (ii) langer as twee uur maar hoogstens nege uur duur, minstens die uurloon betaal vir elke uur of gedeelte van 'n uur van die tyd gewerk; of
 - (iii) langer as nege uur duur, oortydbesoldiging vir sodanige langer tyd betaal, op die grondslag wat vir 'n arbeider in hierdie Ooreenkoms voorgeskryf word;
- (b) die werkgewer moet die besoldiging wat aan 'n los arbeider verskuldig is by diensbeëindiging betaal;
- (c) "los arbeider" beteken iemand wat hoogstens drie dae in 'n bepaalde week en hoogstens 28 kalenderdae in 'n tydperk van ses maande by dieselfde werkgewer in diens is vir enigeen van die pligte in die omskrywing van "algemene werker" in hierdie Afdeling;

18. MOTOR INDUSTRY DEVELOPMENT FUND

(1) The South African Motor Industry Employers' Association shall appoint a Management Committee consisting of members of the South African Motor Industry Employers' Association and the South African Vehicle Builders' and Repairers' Association, and such Management Committee shall utilise the Motor Industry Development Fund and AE Development Fund levies received by it from the Motor Industry Training Board in respect of its share of training levies payable in terms of clause 31 of this Agreement—

- (a) to pay the Department of Education the Motor Industry's proportionate share of capital arising from the block release system of technical training for apprentices in the Motor Industry;
- (b) to contribute at its sole discretion towards the cost of any training or other scheme introduced and conducted for the benefit of employees and/or employers in the Motor Industry;
- (c) to meet any charges, expenses or fees payable by the Motor Industry Development Fund and AE Development Fund in terms of the constitutions of these Funds.

19. NUMSA DEVELOPMENT FUND

The funds remitted to the NUMSA Development Fund shall be administered by the Management Committee appointed by the National Executive Committee of the National Union of Metalworkers of South Africa in terms of the constitution registered by the Industrial Registrar.

20. EMPLOYMENT OF PERSONS UNDER THE AGE OF 15 YEARS

No employer shall knowingly employ any person who is under 15 years of age.

21. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL

Employees' representatives on the Council or any Regional Council shall be given every reasonable facility by their employers to attend their duties in connection with meetings of such Councils.

22. CASUAL LABOURERS

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

- (a) The basis of the contract of employment of a casual labourer shall be hourly and the employer shall pay such employee where the period of employment recorded for any day—
 - (i) is of two hours' duration or less, an amount equal to not less than the hourly wage for two hours; or
 - (ii) is of longer duration than two hours, but not more than nine hours, not less than the hourly wage for each hour or part of an hour of the time worked; or
 - (iii) is of longer duration than nine hours, overtime for such excess time on the basis prescribed for a labourer in this Agreement;
- (b) the employer shall pay the remuneration due to a casual labourer on termination of his employment;
- (c) "casual labourer" means a person who is employed on any of the duties enumerated in the definition of "general worker" in this Division by the same employer on not more than three days in any week and on not more than 28 calendar days in any period of six months;

- (d) "uurloon" beteken, vir die toepassing van hierdie klousule, die weekloon voorgeskryf vir 'n algemene werker in hierdie Ooreenkoms, gedeel deur 45:

Met dien verstande dat—

- (i) geen sodanige persoon gedurende die eerste twee maande van sy diens by enige een werkgever vir siekteverlof kwalifiseer nie;
- (ii) betaalde siekteverlof nie mag ooploop nie;
- (iii) gedurende die eerste 52 agtereenvolgende weke diens by dieselfde werkgever so 'n persoon geregtig is op siekteverlofbetaling van sy werkgever vir slegs een werkdag vir elke voltooide tydperk van vyf weke diens indien hy normaalweg vyf dae per week werk of vir elke voltooide tydperk van een maand diens indien hy normaalweg vyf en 'n half dae per week werk.

23. VERBOD OP SESSIE VAN BYSTAND

Geen bystand wat uit 'n werknemer se dienskontrak voortvloei, hetsy deur sy werkgever of deur die Raad verskuldig, mag gesedeer word nie en alle sodanige sessies deur 'n werknemer is verbode. Geen beweerde sessie van sodanige bystand is vir die Raad of sy werkgever bindend of word deur die Raad of sy werkgever erken nie, tensy sodanige sessie ten opsigte is van geld wat voorgeskiet is uit die Gebeurlikheidsreserwe waarvoor in klousule 25 van hierdie Ooreenkoms voorsiening gemaak word.

24. VERMOEDE

Benewens 'n tydperk wat 'n werknemer werklik in diens van 'n werkgever werk, word hy geag aldus te werk—

- (a) gedurende 'n tydperk waarin hy, ooreenkomstig die vereistes van sy werkgever, by of in 'n bedryfsinrigting teenwoordig is;
- (b) gedurende 'n ander tydperk waarin hy by of in sodanige bedryfsinrigting teenwoordig is;
- (c) gedurende 'n tydperk waarin hy verantwoordelik is vir 'n voertuig wat in die Nywerheid gebruik word, afgesien daarvan of sodanige voertuig gedryf word of nie;
- (d) gedurende 'n hele pouse in sy werk as dit hom nie vrystaan om die perseel van sy werkgever vir die hele pouse te verlaat nie; of
- (e) gedurende 'n hele pouse in sy werk indien die duur van sodanige pouse nie gemeld word in die registers wat ingevolge klousule 10 van hierdie Ooreenkoms gehou moet word nie:

Met dien verstande dat indien daar bewys word dat sodanige werknemer gedurende 'n gedeelte van 'n tydperk in paragraaf (b), (c), (d) of (e) bedoel, nie gewerk het nie en dit hom vrygestaan het om die perseel te verlaat, die vermoede in hierdie klousule vervat nie in verband met daardie gedeelte van sodanige tydperk op sodanige werknemer van toepassing is nie.

25. GEBEURLIKHEIDSRERWE

(1) Verlofbesoldiging, vakansiebonus en addisionele vakansiebesoldiging wat in die besit van Streekraade is en wat onopgeëis is deur die bevoordeeldes na verstryking van drie jaar vanaf die datum van ontvangs, moet betaal word—

- (a) aan Gebeurlikheidsreserwe "A" waar die bevoordeelde 'n vakman, masjiniër, masjiensteller, B/A-vakman, werkmans-enjinmonteur, wielsporingswerker, kwekeling ingevolge die Wet op Mannekragopleiding, 1981, vakleerling of iemand is wat toegelaat is om aspekte van 'n vakman se werk te verrig ingevolge 'n geldige vrystellingsertifikaat wat deur die Raad uitgereik is; en

- (d) "hourly wage", for the purposes of this clause, means the weekly wage prescribed for a general worker in this Agreement, divided by 45:

Provided that—

- (i) no such person shall qualify for sick leave during the first two months of employment with any one employer;
- (ii) paid sick leave shall not be accumulative;
- (iii) during the first 52 consecutive weeks of service with the same employer such person shall be entitled to sick leave pay from his employer for only one working day for each completed period of five weeks of employment if he normally works a five-day week or for each completed period of one month of employment if he normally works a five-and-a-half-day week.

23. PROHIBITION OF CESSION OF BENEFITS

No benefit arising out of an employee's contract of service, whether due by his employer or the Council, shall be capable of being ceded, and any such cession by an employee is prohibited. No purported cession of such benefits shall be binding on or be recognised by the Council or his employer unless such cession is in respect of moneys advanced by the Contingency Reserve provided for by clause 25 of this Agreement.

24. PRESUMPTIONS

An employee shall be deemed to be working in the employ of an employer, in addition to any period during which he is actually so working, during—

- (a) any period during which, in accordance with the requirements of his employer, he is present upon or in any establishment;
- (b) any other period during which he is present upon or in any such establishment;
- (c) any period during which he is in charge of any vehicle used in the Industry, whether or not it is being driven;
- (d) the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or
- (e) the whole of any interval in his work if the duration of such interval is not shown in the records required to be kept in terms of clause 10 of this Agreement:

Provided that if it is proved that any such employee was not working and was free to leave the premises during any part of any period referred to in paragraph (b), (c), (d) or (e) the presumption established by this clause shall not apply in respect of such employee with reference to that part of such period.

25. CONTINGENCY RESERVE

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

- (a) where the beneficiary is a journeyman, machinist, machine setter, B/A journeyman, operative engine assembler, wheel alignment worker, trainee in terms of the Manpower Training Act, 1981, apprentice or a person permitted to perform aspects of journeyman's work by a valid licence of exemption issued by the Council, to Contingency Reserve "A"; and

- (b) aan Gebeurlikheidsreserwe "B" waar die bevoor-deelde 'n ander kategorie werknemer is, behalwe 'n werknemer wat kwalifiseer vir lidmaatskap van die National Union of Metalworkers of South Africa;
- (c) aan Gebeurlikheidsreserwe "C" waar die bevoor-deelde 'n werknemer is, behalwe die kategorieë in paragraaf (a) hierbo bedoel, wat kwalifiseer vir lidmaatskap van die National Union of Metalworkers of South Africa.
- (2) Gebeurlikheidsreserwes "A", "B" en "C" (hierna die "Reserwes" genoem) moet tot voordeel van werknemers in die Nywerheid benut word soos die Raad bepaal: Met dien verstande dat—
- alle sodanige verlofbesoldiging of addisionele vakansiebesoldiging (of 'n gedeelte daarvan) wat die Raad beskou as meer as wat nodig is om die Reserwes te finansier aan die Raad verbeur moet word;
 - verlofbesoldiging of addisionale vakansiebesoldiging wat aan die Raad verbeur is of ingevolge hierdie subklousule in die Reserwes gestort is en wat daarna deur die bevoordeelde opgeëis word, na goeddunke van die Raad uitbetaal kan word;
 - behoudens paragraaf (ii) moet enige geld wat aan die Raad verbeur word in die geval van 'n bevoordeelde wat 'n lid was van of die Motor Industry Employees' Union of South Africa of die National Union of Metalworkers of South Africa in afsonderlike rekenings van die Raad gekrediteer word en as onderskeidelik Gebeurlikheidsreserwerekening A en Gebeurlikheidsreserwerekening C bekend staan.
- (3) Die Reserwes moet deur die Streekraade geadmini-streer word ooreenkomstig beginsels deur die Raad gefor-muleer, en 'n kopie van die memorandum wat sodanige beginsels bevat, asook besonderhede van alle wysigings, moet by die Direkteur-generaal van Arbeid ingedien word.
- (4) Ingeval die Raad ontbind word, moet gelde wat ten tyde van sodanige ontbinding in die kredit van die Reserwes staan, geag word 'n gedeelte van die Raad se kontantbates te wees en moet daar dienooreenkomstig daarmee gehandel word: Met dien verstande dat in die geval van die Gebeurlikheidsreserwe "B", moet sulke gelde aan enige Voor-sorgfonds, ingestel ten gunste van die Motor Industry Staff Association kragtens die Wet op Onderlinge Hulpver-enigings, 1956 (Wet No. 25 van 1956), soos gewysig, asook kragtens die regulasies daarin vervat, of aan enige Voorsorg-fonds daargestel ten gunste van die Motor Industry Staff Association kragtens Klousule 4 van sy Konstitusie goed-gekeur, oorbetaal word.
- (5) Ingeval hierdie Ooreenkoms met verloop van tyd ver-stryk of om 'n ander rede gestaak word, moet die Reserwes behoudens subklousule (4) van hierdie klousule, steeds ooreenkomstig subklousule (3) van hierdie klousule gead-ministreer word: Met dien verstande dat indien 'n ander oor-eenkoms vir die Nywerheid nie binne 'n tydperk van twee jaar ná sodanige verstryking of staking aangegaan word nie, alle geld in die kredit van die Reserwes aan die Raad verbeur word.
- (6) Die administrasiekoste van die Reserwes in hierdie klousules bedoel en die spesiale Verlofbesoldigingsrekening elders in hierdie Ooreenkoms bedoel, moet bestry word deur Streekraade wat na goeddunke die fondse voorhande in 'n goedgekeurde bank en/of bouvereniging kan belê, en alle rente uit sodanige beleggings moet deur sodanige Streek-raade gehou word om die administrasiekoste van die Reserwes en van genoemde spesiale Rekening te bestry.
- (b) where the beneficiary is any other category of employee, except an employee who is eligible for membership of the National Union of Metalworkers of South Africa, to Contingency Reserve "B";
- (c) where the beneficiary is an employee, except those categories referred to in paragraph (a) above, who is eligible for membership of the National Union of Metalworkers of South Africa, to Contingency Reserve "C".
- (2) Contingency Reserves "A", "B" and "C" (hereinafter referred to as the "Reserves") shall be utilised for the benefit of employees in the Industry as the Council may determine: Provided that—
- any such leave pay or additional holiday pay or part thereof as the council may regard as being in excess of what is required to finance the Reserves shall be forfeited to the Council;
 - any leave pay or additional holiday pay which has been forfeited to the Council or paid to the Reserves in terms of this subclause and which is subsequently claimed by the beneficiary may be paid out at the discretion of the Council;
 - subject to paragraph (ii), any money forfeited to the Council shall, in the case of a beneficiary who was a member of either the Motor Industry Employees' Union of South Africa or the National Union of Metalworkers of South Africa, be credited separately in the books of account of the Council in accounts to be styled respectively the A Contingency Account and the C Contingency Account.
- (3) The Reserves shall be administered by Regional Councils in accordance with principles formulated by the Council and a copy of the memorandum containing such principles and particulars of any amendments shall be lodged with the Director-General of Labour.
- (4) In the event of the dissolution of the Council any moneys standing to the credit of the Reserves shall at the time of such dissolution be deemed to constitute part of the Council's cash assets and shall be dealt with accordingly: Provided that in the case of Contingency Reserve "B" such moneys shall be paid into any Benefit Fund established on behalf of the Motor Industry Staff Association in terms of the Friendly Societies Act, 1956 (Act No. 25 of 1956), as amended, and the regulations framed under it, or into any Benefit Fund established on behalf of the Motor Industry Staff Association in terms of Clause 4 of its Constitution and approved by the Industrial Registrar.
- (5) Subject to the provisions of subclause (4) of this clause, in the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Reserves shall continue to be administered in terms of sub-clause (3) of this clause: Provided that if another agreement for the Industry is not negotiated within a period of two years after such expiration or cessation, any moneys standing to the credit of the Reserves shall be forfeited to the Council.
- (6) The cost of administering the Reserves referred to in this clause and the special Leave Pay Account referred to elsewhere in this Agreement shall be borne by Regional Councils, which may at their discretion invest any of the funds on hand with an approved bank and/or building society, and any interest accruing from such investment shall be retained by such Regional Councils to defray costs of administration of the Reserves and of the said special Account.

26. LONE VIR KWEKELINGE EN/OF VAKLEERLINGE WAT AAN DIE OPLEIDINGSENTRUM VIR AMBAGSMANNE, BELLVILLE, OPGELEI WORD

Elke motor- en dieselmekeling en/of -vakleerling wat aan die Opleidingsentrum vir Ambagsmanne in Bellville opgelei word en wat gedurende sy derde jaar opleiding vir 'n tydperk van ses maande by 'n werkgever in die Motornywerheid geplaas word om die vereiste werkwinkelondervinding op te doen, moet gedurende dié tydperk van ses maande 'n loon betaal word wat minstens gelyk is aan dié wat vir 'n derde-jaarvakleerling in die Motornywerheid voorgeskryf word.

27. 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 goeëddunke van die Raad 'n boete aan die Raad betaal gelyk aan 1,5 persent van die bedrag van die bedoelde betaling. Enige boete verskuldig aan die Raad ingevolge hierdie klousule is op aanvraag betaalbaar.

28. MIEU-ONTWIKKELINGSFONDS

(1) Elke werkgever moet weekliks die bedrag van 15 sent ten opsigte van MIEU-ontwikkelingsfondsheffings aftrek van die verdienste van elke lid van die Motor Industry Employees' Union of South Africa wat nie by hom as vakman in diens is nie.

(2) Bedrae aldus van verdienstes afgetrek, moet deur die werkgever aan die sekretaris van die betrokke Streekraad oorbetal word voor of op die 10de dag van die maand wat volg op die maand ten opsigte waarvan dit afgetrek is.

(3) Heffings vir die MIEU-ontwikkelingsfonds wat deur Streekrade ooreenkomstig die bepalings van hierdie klousule ontvang word, moet voor of op die 10de dag van die maand wat volg op die maand waarin hulle ontvang is, aan die Nasionale Kantoor van die Motor Industry Employees' Union of South Africa, oorbetal word.

(4) Die fondse wat aan die MIEU-ontwikkelingsfonds oorbetal word, moet geadminestreer word deur 'n komitee wat deur die Hoofraad van die Motor Industry Employees' Union of South Africa ingevolge hul behoorlik geregistreerde grondwet aangestel word.

29. HERSIENING VAN LONE

Die lone in hierdie Ooreenkoms voorgeskryf, is deur werkgeversorganisasies en die vakbonde op 'n jaarlikse grondslag bedingbaar.

30. KRAAMVERLOF

(1) 'n Werknemer wat twee jaar ononderbroke diens by dieselfde werkgever voltooi het en wat as gevolg van swangerskap nie haar diens kan voortsit nie, is by die beëindiging van haar dienste geregtig op 'n waarborg van herindiensneming, onderworpe aan die volgende voorwaardes, naamlik dat—

- (i) beide die werknemer en die werkgever lede is van een van die vakverenigings of werkgeversorganisasies wat partye is by die Nasionale Nywerheidsraad vir die Motornywerheid;
- (ii) die werknemer se dienste beëindig word as gevolg van haar swangerskap; en
- (iii) die werkgever op die datum van die diensbeëindiging van die werknemer se diens, haar voorsien van 'n skriftelike waarborg van herindiensneming wat geldig sal wees vir 'n tydperk van minstens ses maande, bereken vanaf die datum van diensbeëindiging.

26. WAGES FOR TRAINEES AND/OR APPRENTICES TRAINING AT THE TRAINING CENTRE FOR ARTISANS, BELLVILLE

Any motor and diesel trainee and/or apprentice receiving training at the Training Centre for Artisans at Bellville who for purposes of obtaining the required workshop experience is placed with an employer in the Motor Industry for a period of six months during the third year of training shall, during such period of six months, be paid a wage of not less than that prescribed for a third-year apprentice in the Motor Industry.

27. 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 1,5 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.

28. MIEU DEVELOPMENT FUND

(1) Every employer shall deduct the sum of 15c per week in respect of MIEU Development Fund levies from the earnings of every member of the Motor Industry Employees' Union of South Africa who is not employed as a journeyman by him.

(2) Amounts so deducted from the earnings shall be paid by the employer to the secretary of the Regional Council concerned by not later than the 10th day of the month following that during which the amounts were deducted.

(3) MIEU Development Fund levies received by Regional Councils in accordance with the provisions of this clause shall be paid to the National Office of the Motor Industry Employees' Union of South Africa by not later than the 10th day of the month following that during which they are received.

(4) The funds remitted to the MIEU Development Fund shall be administered by a committee appointed by the Grand Council of the Motor Industry Employees' Union of South Africa in terms of their duly registered constitution.

29. REVISION OF WAGES

The wages prescribed for the Motor Industry shall be negotiable by the employers' organisations and the trade unions on a yearly basis.

30. MATERNITY LEAVE

(1) Any employee who has completed two years' continuous service with the same employer and who, as a result of pregnancy, is unable to continue her employment, shall, on termination of her services, be entitled to a guarantee of re-employment, subject to the following conditions, namely that—

- (i) both the employee and the employer shall be members of one of the respective trade unions or employers' organisations which are parties to the National Industrial Council for the Motor Industry;
- (ii) the employee's services are terminated as a result of her pregnancy; and
- (iii) the employer shall on the date of termination of the employee's services provide her with a written guarantee of re-employment which shall be valid for a period of not less than six months reckoned from the date of termination of services.

(2) 'n Werknemer wat van 'n skriftelike waarborg van herindiensneming voorsien is, moet haar werkgever minstens vier weke skriftelike kennis gee van haar voorneme om na haar werk terug te keer en die datum waarop sy haar diens wil hervat, moet duidelik in die kennisgewing gespesifiseer word.

(3) 'n Werknemer wat ingevolge subklousule (2) herindiensgeneem is, moet minstens die loon betaal word as wat sy ontvang het ten tye van haar diensbeëindiging of die minimum voorgeskrewe loon, naamlik die grootste bedrag: Met dien verstande dat so 'n werknemer aangestel moet word in dieselfde of 'n soortgelyke pos as die wat sy bekleed het ten tye van haar diensbeëindiging.

(4) Indien daar personeelvermindering plaasvind gedurende die afwesigheid van 'n werknemer wie se diens ingevolge subklousule (1) beëindig is, moet so 'n werknemer geag word in diens te wees.

31. MOTORYWERHEIDOPLEIDINGSHEFFING

(1) Elke werkgever moet voor of op die 10de dag van elke maand aan die sekretaris van die Streekraad binne wie se regsgebied die werkgever se bedryfsinrigting geleë is 'n heffing van 60 sent per week ten opsigte van elke werknemer wat by hom in diens is stuur ten opsigte van die Opleidingsheffing vir die Motornywerheid.

(2) Elke werkgever moet weekliks die bedrag van 25 sent van die loon van elke vakman wat by hom in diens is aftrek ten opsigte van die Opleidingsheffings vir die Motornywerheid en moet al die geld wat aldus afgetrek word voor of op die 10de dag van die maand wat onmiddellik volg op die maand waarin die heffing afgetrek moet word, stuur aan die sekretaris van die Streekraad binne wie se regsgebied die werkgever se bedryfsinrigting geleë is.

(3) Die totale bedrag van die heffings betaalbaar ingevolge subklousule (1) en die totale bedrag van die heffings afgetrek ingevolge subklousule (2), moet vergesel wees van 'n skriftelike staat wat die volgende besonderhede bevat:

(a) Ten opsigte van die heffing betaalbaar kragtens die bepalings van subklousule (1) en die totale getal wagte, werknemers graad 1 en graad 2 in diens en die totale bedrag van die heffings oorbetal ten opsigte van sulke werknemers;

(b) ten opsigte van alle ander werknemers, insluitende vakleerlinge:

(i) Die familienaam, voorletters, ras, geslag, geboortedatum, beroep en identiteitsnommer van vakmanne wat nie lede van vakverenigings is nie;

(ii) die bedrag van die heffing wat ten opsigte van elke werknemer aangestuur word met vermelding of die heffing betaalbaar is ingevolge subklousule (1) of (2);

(iii) datum van indiensneming of datum van diensbeëindiging in die geval van werknemers wat in diens geneem of wie se diens beëindig is, sedert die besonderhede laas ingedien is.

(4) Indien 'n bedrag wat ingevolge 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 werkgever rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, berken teen die koers soos voorgeskryf kragtens klousule 33 van hierdie Ooreenkoms 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 goeie dunnke betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

(2) Any employee who has been provided with a written guarantee of re-employment, shall give her employer at least four weeks' written notice of her intention to return to employment in which notice the date of return to employment shall be clearly specified.

(3) Any employee who has been re-employed in terms of subclause (2) shall be paid a wage not less than the wage paid to her at the time of termination of service or the minimum prescribed wage, whichever amount is the greater: Provided that such employee shall be appointed in the same or a similar position which she held at termination of services.

(4) Should any retrenchment of staff take place during the absence of an employee whose services were terminated in terms of subclause (1) such employee shall be regarded as being in employment.

31. MOTOR INDUSTRY TRAINING LEVY

(1) Every employer shall not later than the 10th day of each month forward to the Secretary of the Regional Council within whose share of jurisdiction the employer's establishment is situated a Motor Industry training levy of 60 cents per week in respect of every employee employed by him.

(2) Every employer shall deduct the sum of 25 cents per week in respect of Motor Industry training levies from the earnings of every journeyman employed by him and shall forward to the Secretary of the Regional Council within whose area of jurisdiction the employer's establishment is situated all moneys so deducted not later than the 10th day of the month immediately following the month during which the levies are required to be deducted.

(3) The total amount of levies payable in terms of subclause (1) and the total amount of levies deducted in terms of subclause (2) shall be accompanied by a written statement containing the following details:

(a) In respect of the levy payable in terms of subclause (1) the total number of watchmen, Grade 1 and Grade 2 employees employed and the total amount of levies remitted in respect of such employees;

(b) in respect of all other employees, including apprentices:

(i) Name, initials, race, sex, date of birth, occupation and identity number of non-trade union journeymen;

(ii) amount of levy remitted in respect of each employee indicating whether the levy is payable in terms of subclause (1) or (2);

(iii) date service began or service ended in the case of employees engaged or whose services terminated since the details were last submitted.

(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 prescribed in clause 33 of this Agreement from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

(5) Heffings wat ooreenkomstig subklousules (1) en (2) van hierdie klousule deur die Raad ontvang word, moet voor of op die 10de dag van die maand wat onmiddellik volg op die maand waarin die heffings ontvang is, betaal word aan die Opleidingsraad vir die Motornywerheid, ingestel kragtens die Wet op Mannekragopleiding, 1981.

(6) (a) Waar 'n werknemer vir minder as 23 uur 'n loon ontvang of minder as 23 uur in 'n bepaalde week gewerk het, is geen heffings deur of ten opsigte van hom vir daardie week betaalbaar nie.

(b) Voordat 'n vakman met jaarlikse verlof gaan, moet heffings wat deur hom verskuldig is vir die tydperk wat hy met verlof sal wees, afgetrek word, en heffings is deur die werkgever betaalbaar ten opsigte van alle werknemers vir die tydperke wat hulle met jaarlikse verlof is.

32. REGSKOSTE

Wanneer dit vir die Raad nodig of raadsaam word om 'n geding in 'n siviele hof aanhangig te maak vir die verhaal van enige bedrag geld insluitende enige bedrag verhaal van 'n werknemer deur 'n werkgever wat nie aan die Raad oorbetal is nie, sal die skuldenaar in so 'n geval aanspreeklik gehou word vir alle regskostes aangegaan deur die Raad om die bedrag te verhaal, insluitende kostes op 'n prokureur- en kliëntskaal in die geval waar 'n regspraktisyn opdrag deur die Raad gegee is om die bedrag te verhaal.

33. RENTEKLOUSULE

Wanneer enige bedrag wat kragtens hierdie Ooreenkoms aan die Raad betaalbaar is, nie op die vervaldatum vereffen word nie, word rente, bereken teen twee persent per maand of gedeelte daarvan, op so 'n bedrag of kleiner bedrag wat nog uitstaande is, gehef.

Namens die partye op hede die 25ste dag van Julie 1994 te Randburg onderteken.

T. NIEUWOUDT,
President van die Raad.

C. S. ROBERTS,
Vise-president van die Raad.

B. G. DU PREEZ,
Hoofsekretaris van die Raad.

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID

AANHANGSEL A

[Verklaring ingevolge klousule 8 (1) van hierdie Ooreenkoms]

Datum:

Die Streeksekretaris
Die Nasionale Nywerheidsraad vir die Motornywerheid

Streekraad

Posbus

Meneer

i.s.: REGISTRASIE AS WERKGEWER IN DIE MOTORNYWERHEID

Ooreenkomstig klousule 8 (1) verstrek ek hierby onderstaande besonderhede in verband met hierdie sakeonderneming:

1. Naam (in blokletters) waaronder die saak gedryf word
2. Adres waar saak gedryf word
3. Adres van hoofkantoor (waar van toepassing)
4. Aard van sakeonderneming
5. Datum waarop met sake begin is

(5) Levies received by the Council in accordance with the provisions of subclauses (1) and (2) of this clause shall be paid to the Motor Industry Training Board which has been established in terms of the provisions of the Manpower Training Act, 1981, by not later than the 10th day of the month following that during which the levies were received.

(6) (a) Where an employee receives wages for less than 23 hours, or has worked less than 23 hours in a particular week, no levies shall be payable by or in respect of him for that week.

(b) Before a journeyman proceeds on annual leave, levies due by him in respect of the period during which he is to be on leave shall be deducted and levies shall be payable by the employer in respect of all employees in respect of the periods during which they proceed on annual leave.

32. LEGAL COSTS

Whenever it becomes necessary or expedient for the Council to institute action in a civil court for the recovery of any amount of money which includes money deducted by an employer from any moneys due to an employee but not paid over to the Council, then and in such event the debtor will be liable for all legal costs incurred by the Council in recovery of the amount due, including costs on attorney and client scale in the event of a legal practitioner having been instructed by the Council to collect the amount.

33. INTEREST CLAUSE

Whenever any amount payable to the Council in terms of this Agreement is not paid on the due date, interest shall be payable on such amount or on any such lesser amount as may remain unpaid, calculated from the due date of payment at the rate of two per cent per month or part thereof.

Signed at Randburg, on behalf of the parties, this 25th day of July 1994.

T. NIEUWOUDT,
President of the Council.

C. S. ROBERTS,
Vice-President of the Council.

B. G. DU PREEZ,
General Secretary of the Council.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

ANNEXURE A

[Statement in terms of clause 8 (1) of this Agreement]

Date:

The Regional Secretary
The National Industrial Council for the Motor Industry

Regional Council

P.O. Box

Dear Sir

re: REGISTRATION AS EMPLOYER IN THE MOTOR INDUSTRY

In accordance with clause 8 (1) I hereby furnish the following particulars in connection with this business:

1. Name under which business is carried on (in block letters)
2. Address at which business is carried on
3. Address of head office (where applicable)
4. Nature of business
5. Date commenced trading

6. Name en adresse van (waar enige van hierdie persone aktief werksaam is in die sakeonderneming, moet die aard van sy dienste tussen hakies langsaa sy naam gemeld word):

Eienaar
 of Vennote
 of Direkteure
 Bestuurder en/of Sekretaris

7. Besonderhede van werknemers:

Getal vakmanne
 Getal vakleerlinge
 Getal klerke en verkoops persone
 Getal algemene werkers
 Getal ander werknemers

8. Naam van werkgeversorganisasie waarvan ek lid is.....

Die uwe

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID

AANHANGSEL B

[Voorgeskryf kragtens klousule 9 (e) van hierdie Ooreenkoms]

KENNISGEWING

Die aandag van alle betrokkenes word gevestig op ondervermelde klousules in die Hoofooreenkoms van die Nasionale Nywerheidsraad vir die Motornywerheid.

Indiensneming vir vakmanswerk: Klousule 14 (1) waarvolgens dit 'n oortreding vir 'n werkgever is om 'n werknemer te gelas of toe te laat om, of vir 'n werknemer om 'n ander werknemer wat nie 'n vakman, B/A-vakman, vakleerling of kwekeling ingevolge die Wet op Mannekragopleiding, 1981, is nie, te gelas of toe te laat om vakmanswerk te verrig.

6. Names and addresses of (where any of these persons are actively engaged in the business, the nature of their duties must be shown in parentheses alongside their respective names):

Proprietor.....
 or Partners.....
 or Directors.....
 Manager and/or Secretary

7. Particulars of employees:

Number of journeymen
 Number of apprentices
 Number of clerical and sales persons
 Number of general workers.....
 Number of employees.....

8. Name of employers' organisation of which I am a member.

Yours faithfully

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

ANNEXURE B

[Prescribed in terms of clause 9 (e) of this Agreement]

NOTICE

The attention of all concerned is drawn to the following clauses in the Main Agreement of the National Industrial Council for the Motor Industry.

Employment on journeyman's work: Clause 14 (1) in terms of which it is an offence for an employer to instruct or permit an employee or for an employee to instruct any other employee (not being a journeyman, B/A journeyman, apprentice, or trainee under the Manpower Training Act, 1981), to do journeyman's work.

INHOUD

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