



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 11561

Regulasiekoerant

Vol. 693

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PART 1 OF 3

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IMPORTANT NOTICE:

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No FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

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government
printing

Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

It has come to the attention of the *GOVERNMENT PRINTING WORKS* that there are certain unscrupulous companies and individuals who are defrauding unsuspecting businesses disguised as representatives of the *Government Printing Works (GPW)*.

The scam involves the fraudsters using the letterhead of *GPW* to send out fake tender bids to companies and requests to supply equipment and goods.

Although the contact person's name on the letter may be of an existing official, the contact details on the letter are not the same as the *Government Printing Works*. When searching on the Internet for the address of the company that has sent the fake tender document, the address does not exist.

The banking details are in a private name and not company name. Government will never ask you to deposit any funds for any business transaction. *GPW* has alerted the relevant law enforcement authorities to investigate this scam to protect legitimate businesses as well as the name of the organisation.

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

Should you suspect that you are a victim of a scam, you must urgently contact the police and inform the *GPW*.

GPW has an official email with the domain as [@gpw.gov.za](mailto:gpw@gpw.gov.za)

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

GPW will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

Government Printing Works gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.

Fake Tenders

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

How tender scams work

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

Protect yourself from being scammed

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at www.gpwonline.co.za
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292.
Email: Annamarie.DuToit@gpw.gov.za

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193.
Email: Bonakele.Mbhele@gpw.gov.za

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.
Email: Daniel.Legoabe@gpw.gov.za

Closing times for **ORDINARY WEEKLY** **REGULATION GAZETTE** **2023**

The closing time is 15:00 sharp on the following days:

- 29 December, Thursday for the issue of Friday 06 January 2023
- 06 January, Friday for the issue of Friday 13 January 2023
- 13 January, Friday for the issue of Friday 20 January 2023
- 20 January, Friday for the issue of Friday 27 January 2023
- 27 January, Friday for the issue of Friday 03 February 2023
- 03 February, Friday for the issue of Friday 10 February 2023
- 10 February, Friday for the issue of Friday 17 February 2023
- 17 February, Friday for the issue of Friday 24 February 2023
- 24 February, Friday for the issue of Friday 03 March 2023
- 03 March, Friday for the issue of Friday 10 March 2023
- 10 March, Friday for the issue of Friday 17 March 2023
- 16 March, Thursday for the issue of Friday 24 March 2023
- 24 March, Friday for the issue of Friday 31 March 2023
- 30 March, Thursday for the issue of Thursday 06 April 2023
- 05 April, Wednesday for the issue of Friday 14 April 2023
- 14 April, Friday for the issue of Friday 21 April 2023
- 20 April, Thursday for the issue of Friday 28 April 2023
- 26 April, Wednesday for the issue of Friday 05 May 2023
- 05 May, Friday for the issue of Friday 12 May 2023
- 12 May, Friday for the issue of Friday 19 May 2023
- 19 May, Friday for the issue of Friday 26 May 2023
- 26 May, Friday for the issue of Friday 02 June 2023
- 02 June, Friday for the issue of Friday 09 June 2023
- 08 June, Thursday for the issue of Thursday 15 June 2023
- 15 June, Thursday for the issue of Friday 23 June 2023
- 23 June, Friday for the issue of Friday 30 June 2023
- 30 June, Friday for the issue of Friday 07 July 2023
- 07 July, Friday for the issue of Friday 14 July 2023
- 14 July, Friday for the issue of Friday 21 July 2023
- 21 July, Friday for the issue of Friday 28 July 2023
- 28 July, Friday for the issue of Friday 04 August 2023
- 03 August, Thursday for the issue of Friday 11 August 2023
- 11 August, Friday for the issue of Friday 18 August 2023
- 18 August, Friday for the issue of Friday 25 August 2023
- 25 August, Friday for the issue of Friday 01 September 2023
- 01 September, Friday for the issue of Friday 08 September 2023
- 08 September, Friday for the issue of Friday 15 September 2023
- 15 September, Friday for the issue of Friday 22 September 2023
- 21 September, Thursday for the issue of Friday 29 September 2023
- 29 September, Friday for the issue of Friday 06 October 2023
- 06 October, Friday for the issue of Friday 13 October 2023
- 13 October, Friday for the issue of Friday 20 October 2023
- 20 October, Friday for the issue of Friday 27 October 2023
- 27 October, Friday for the issue of Friday 03 November 2023
- 03 November, Friday for the issue of Friday 10 November 2023
- 10 November, Friday for the issue of Friday 17 November 2023
- 17 November, Friday for the issue of Friday 24 November 2023
- 24 November, Friday for the issue of Friday 01 December 2023
- 01 December, Friday for the issue of Friday 08 December 2023
- 08 December, Friday for the issue of Friday 15 December 2023
- 15 December, Friday for the issue of Friday 22 December 2023
- 20 December, Wednesday for the issue of Friday 29 December 2023

LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1008.80 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3026.32** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works (GPW)** has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe Forms*. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za

All re-submissions will be subject to the standard cut-off times.

All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
<i>Extraordinary Gazettes</i>	As required	Any day of the week	<i>Before 10h00 on publication date</i>	<i>Before 10h00 on publication date</i>
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

EXTRAORDINARY GAZETTES

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
 - 8.1. Each of the following documents must be attached to the email as a separate attachment:
 - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
 - 8.1.1.1. For *National Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
 - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
 - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. (*Please see Quotation section below for further details*)
 - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
 - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (*Please see the Copy Section below, for the specifications*).
 - 8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
11. Notices brought to **GPW** by “walk-in” customers on electronic media can only be submitted in *Adobe* electronic form format. All “walk-in” customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

QUOTATIONS

13. Quotations are valid until the next tariff change.
 - 13.1. **Take note:** **GPW**'s annual tariff increase takes place on **1 April** therefore any quotations issued, accepted and submitted for publication up to **31 March** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.
14. Each quotation has a unique number.
15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.
 - 15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.
 - 15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.
16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS:**
 - 16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.
 - 16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.
 - 16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).
17. **APPLICABLE ONLY TO CASH CUSTOMERS:**
 - 17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.
18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).
19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.
 - 19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES**COPY (SEPARATE NOTICE CONTENT DOCUMENT)**

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
- 20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.
- The content document should contain only one notice. (You may include the different translations of the same notice in the same document).
- 20.2. The notice should be set on an A4 page, with margins and fonts set as follows:
- Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;
- Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.
22. Requests for cancellation must be sent by the original sender of the notice and must be accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:
- 24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.
- 24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.
- 24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.
- 24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES**APPROVAL OF NOTICES**

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.
26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

27. The Government Printer will assume no liability in respect of—
 - 27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - 27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
 - 27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

CUSTOMER INQUIRIES

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre **ONLY**.
30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

PROOF OF PUBLICATION

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwonline.co.za free of charge, should a proof of publication be required.
39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette*(s)

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:
Government Printing Works

149 Bosman Street

Pretoria

Postal Address:

Private Bag X85

Pretoria

0001

GPW Banking Details:
Bank: ABSA Bosman Street

Account No.: 405 7114 016

Branch Code: 632-005

For Gazette and Notice submissions: Gazette Submissions:

For queries and quotations, contact: Gazette Contact Centre:

E-mail: submit.egazette@gpw.gov.za
E-mail: info.egazette@gpw.gov.za
Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka:

E-mail: subscriptions@gpw.gov.za
Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. R. 3223

31 March 2023

**MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996
(ACT No 47 OF 1996)****ESTABLISHMENT OF STATUTORY MEASURE - RECORDS AND RETURNS IN
RESPECT OF BERRIES, CITRUS FRUIT, DRIED GRAPES, POME FRUIT, STONE
FRUIT, SUBTROPICAL FRUIT AND TABLE GRAPES**

I, Angela Thokozile Didiza, Minister for Agriculture, Land Reform and Rural Development, acting under sections 13 and 18 of the Marketing of Agricultural Products Act, 1996 (Act No 47 of 1996), hereby establish the statutory measure set out in the Schedule hereto.

MRS AT DIDIZA, MLP**MINISTER OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**

SCHEDULE

Definitions

1. In this Schedule any word or expression to which a meaning has been assigned in the Act shall have that meaning, unless the context indicates otherwise –

“**Berries**” means Blueberries, Blackberries, Raspberries and all hybrids of these.

“**Berries ZA**” is the grower association representing the Berry Growers.

“**CGA**” means Citrus Growers Association of Southern Africa.

“**Citrus Fruit**” means oranges, lemons, limes, kumquats, grapefruit, pummelos, soft citrus and all hybrids of these.

“**Depot**” means a facility that manages stock (for the purposes of Agri-Hub the stock is fruit that has been packed into cartons or bins) or an empty container facility.

“**eCert**” means Electronic Phytosanitary Certification System.

“**Exporter**” means a person who trades fruit for export for his own account, or acts as an agent on a commission basis on behalf of fruit growers.

“**FPEF**” means Fresh Produce Exporters Forum.

“**Fruit**” refers to berries, citrus fruit, dried grapes, pome fruit, stone fruit, subtropical fruit and table grapes.

“**Grapes**” means table grapes and dried grapes.

“**Grower**” means a grower of fruit intended for exports.

“**Hortgro**” is the grower association representing the pome and stone fruit growers.

“**Importer**” means a person or trader who imports fruit for sale on the domestic market.

“**ISP**” means Information Service Provider.

“**Municipal Markets**” means the national fresh produce markets as defined from time to time.

“**Packhouse**” means a facility where fruit is packed prior to distribution.

“**Pome Fruit**” means apples, pears and all hybrids of these.

“**PPECB**” means Perishable Products Export Control Board.

“**Retailer**” means a person who trades fruit on a retail level on the domestic market.

“**SATI**” means South African Table Grape Industry.

“**Shipping Line**” means a company that handles all the commercial activities of the shipping line from load port to discharge port.

“**Stakeholders**” mean market participants which are the growers, packhouses, depots, shipping lines, air lines, logistic service providers, ISPs and exporters.

“**Stone Fruit**” means peaches, plums, apricots, nectarines, cherries and all hybrids of these.

“**Subtrop**” means the South African Subtropical Growers Association.

"Subtropical Fruit" means avocados, litchis, mangos, bananas, kiwi and all hybrids of these.

"The Act" means the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996) as amended.

A person shall have a choice to register as a grower or an exporter or municipal market or retailer or processor. A person who is a grower as well as an exporter must register as a grower and as an exporter or retailer.

Purpose and aims of statutory measure and the relation thereof to the objectives of the Act

2. The purpose and aims of this statutory measure are to compel exporters and growers of fruit to keep records and furnish returns to Agri-Hub either directly or by instruction to their supply chain service providers. These shall also include any person e.g. a grower / exporter who acts in the capacity of the aforementioned persons. The statutory measure is deemed necessary in order to ensure that market information in respect of fruit is made available to all role-players in the relevant industry. Information gathered by Agri-Hub by means of records and returns is disseminated freely in the marketplace. Therefore, through the mandatory supply of electronic data on an individual basis, market information for the whole of the country can be processed and made available.

This measure is necessary to ensure that continuous, timeous and accurate information relating to the fruit industry is available to all role-players in order for them to make informed decisions.

This statutory measure will not only assist in improving market access for all market participants, but it should also assist in promoting the efficiency of the marketing of fruit. Furthermore, the market information obtained in this manner, will promote the viability of the fruit industry and the agricultural sector at large.

The statutory measure is administered by Agri-Hub. Agri-Hub was specifically established for the purpose of handling information gathering, processing and dissemination on behalf of the various fruit industry role-players in South Africa.

Agri-Hub makes macro generic market information available to the grower associations and other interested parties. This information is obtained and furnished from the returns submitted to Agri-Hub. The information is published in a manner that is suitable to reach the majority of the role-players in the fruit industry.

Agri-Hub is an independent registered company with equal shareholding (12.5%) between CGA, Hortgro, SATI, (representing the grower associations), FPEF (representing the exporters), Dipar, Farsoft, Paltrack and Prophet (representing the ISPs).

Agri-Hub was established as a result of a growing need for reliable export information in the grower and exporter community. This resulted in a grouping of interested parties i.e. those involved in the fruit export industry plus PPECB to establish Agri-Hub after much deliberation and legal consultation. The grower organisations, FPEF and PPECB funded the initial start-up.

The purpose of Agri-Hub is to provide the grower organisations and FPEF with the export statistical information they require for their member base. The on-going cost associated with Agri-Hub is primarily funded by the CGA, Hortgro, SATI and FPEF.

Products to which the statutory measure applies

3. This statutory measure shall apply to:
 - (a) Berries
 - (b) Citrus fruit
 - (c) Dried grapes
 - (d) Pome fruit

- (e) Stone fruit
- (f) Subtropical fruit
- (g) Table grapes

Area in which measure shall apply

4. This measure shall apply within the geographical area of the Republic of South Africa.

Records to be kept by stakeholders of the fruit industry

5. Stakeholders are required to make available a copy of their data via the industry standard transmission files, namely the Dispatch transmission (PO) files, the Mates transmission (MT) files, Stock transmission (PS) files, Intake Transmission (PI) files, Railings Transmission (RL) files and industry standard APIs. These files are created by the systems that the stakeholders are using. The data delivery mechanism will be reviewed from time to time and communicated to all stakeholders 6 (six) months prior to implementation.

The following information is required:

(1) For reporting purposes

- (a) Commodity
- (b) Variety (as approved by PPECB)
- (c) Actual variety (cultivar)
- (d) Size/count
- (e) Grade
- (f) Class
- (g) Pack
- (h) Product group
- (i) Product characteristics
- (j) Target market
- (k) Inventory code
- (l) Inner packaging (punnet, bag, loose)
- (m) Protocol exception indicator (e.g. Smartfresh)
- (n) Stock pool

- (o) Channel (fruit destined for local or export markets)
- (p) Season (the season in which the fruit falls)
- (q) Mass (nett weight of the fruit in the pallet)
- (r) Pallet quantity
- (s) Carton quantity
- (t) VGM (verified pallet mass)
- (u) Container size (20 or 40)
- (v) Pallet base type
- (w) Stacking variance (units per pallet factor)
- (x) Country of origin
- (y) Target region
- (z) Target country
- (aa) Pack date
- (ab) Original intake date
- (ac) Intake date
- (ad) Original inspection date
- (ae) Inspection date
- (af) Inspection point
- (ag) Ship name cons type, cons date
- (ah) Voyage number
- (ai) Sail date (shipped date)
- (aj) Load port
- (ak) Discharge port
- (al) Transport (air, sea or land)
- (am) Load date (stuff date)
- (an) Final destination
- (ao) Steri flag
- (ap) Temperature device
- (aq) Temperature device type
- (ar) Temperature (regime code)
- (as) Phyto data
- (at) Pallet treatment (post harvest treatment)

- (2) For data validation, removal of duplicates and derived data
- (a) Source system
 - (b) Pallet identification (SSCC)
 - (c) Organisation
 - (d) Container Number (if the pallets loaded in containers)
 - (e) Air waybill number
 - (f) Shipping Line (carrier agent / commercial)
 - (g) Shipping Line (vessel agent / operator)
 - (h) Original depot
 - (i) Location code
 - (j) Farm code (PUC)
 - (k) Orchard
 - (l) Packhouse code (PHC)
 - (m) Consignment number

Returns to be rendered by stakeholders of the fruit industry

6. (a) Stakeholders are required to send to Agri-Hub a copy of their data via the industry standard transmission files, namely the Dispatch transmission (PO) files, the Mates Transmission (MT) files, the Stock Transmission (PS) files, the Intake Transmission (PI) files, the Railings Transmission (RL) files and industry standard APIs. The data delivery mechanism will be reviewed from time to time and communicated to all stakeholders 6 (six) months prior to implementation.
- (b) The transmission files must be sent to Agri-Hub after they have been created to prevent any time delays in Agri-Hub receiving the data.
- (c) The returns shall be submitted electronically and shall be sent to the FTP address provided by Agri-Hub to the participant.
- (d) The Transmission Files and APIs may be amended over time.

Commencement and period of validity

7. This statutory measure shall come into operation on the date of publication and will lapse four (4) years later.

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. R. 3224

31 March 2023

**MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996
(ACT No. 47 OF 1996)****ESTABLISHMENT OF STATUTORY MEASURE - REGISTRATION OF CERTAIN
PERSONS IN RESPECT OF BERRIES, CITRUS FRUIT, DRIED GRAPES, POME
FRUIT, STONE FRUIT, SUBTROPICAL FRUIT AND TABLE GRAPES**

I, Angela Thokozile Didiza, Minister for Agriculture, Land Reform and Rural Development, acting under sections 13 and 19 of the Marketing of Agricultural Products Act, 1996 (Act No 47 of 1996), hereby establish the statutory measure set out in the Schedule, hereto.

MRS AT DIDIZA, MLP**MINISTER OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**

SCHEDULE

Definitions

1. In this Schedule any word or expression to which a meaning has been assigned in the Act shall have that meaning, unless the context indicates otherwise –

“**Berries**” means blueberries, blackberries, raspberries and all hybrids of these.

“**Berries ZA**” is the grower association representing the berry growers.

“**CGA**” means Citrus Growers Association of Southern Africa.

“**Citrus fruit**” means oranges, lemons, limes, kumquats, grapefruit, pummelos, soft citrus and all hybrids of these.

“**Depot**” means a facility that manages stock (for the purposes of Agri-Hub the stock is fruit that has been packed into cartons or bins) or an empty container facility.

“**eCert**” means Electronic Phytosanitary Certification System.

“**Exporter**” means a person who trades Fruit for export for his own account, or acts as an agent on a commission basis on behalf of fruit growers.

“**FPEF**” means Fresh Produce Exporters Forum.

“**Fruit**” refers to berries, citrus fruit, dried grapes, pome fruit, stone fruit, subtropical fruit and table grapes.

“**Grapes**” means table grapes and dried grapes.

“**Grower**” means a grower of fruit intended for exports.

“**Hortgro**” is the grower association representing the pome and stone fruit growers.

“**Importer**” means a person or trader who imports fruit for sale on the domestic market.

“**ISP**” means Information Service Provider.

“**Municipal Markets**” means the national fresh produce markets as defined from time to time.

“**Packhouse**” means a facility where fruit is packed prior to distribution.

“**Pome fruit**” means apples, pears and all hybrids of these.

“**PPECB**” means Perishable Products Export Control Board.

“**Retailer**” means a person who trades fruit on a retail level on the domestic market.

“**SATI**” means South African Table Grape Industry.

“**Shipping Line**” means a company that handles all the commercial activities of the shipping line from load port to discharge port.

“**Stakeholders**” mean market participants which are the growers, packhouses, depots, shipping lines, air lines, logistic service providers, ISPS and exporters.

“**Stone fruit**” means peaches, plums, apricots, nectarines, cherries and all hybrids of these.

“**Subtrop**” means the South African Subtropical Growers Association.

“**Subtropical fruit**” means avocados, litchis, mangos, bananas, kiwi and all hybrids of these.

“**The Act**” means the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996) as amended.

A person shall have a choice to register as a grower or an exporter or municipal market or retailer or processor. A person who is a grower as well as an exporter must register as a grower and as an exporter or retailer.

Purpose and aims of statutory measure and the relation thereof to objectives of the Act

2. The purpose and aims of this statutory measure are to compel exporters and growers of fruit to register with Agri-Hub. These shall also include any person e.g. a grower / exporter who acts in the capacity of the aforementioned persons. Registration of the said persons is necessary in order to ensure that market information in respect of fruit is made available for all role-players in the relevant industry. Information gathered by Agri-Hub by means of records and returns is disseminated freely in the marketplace. Therefore, through the mandatory registration of all the stakeholders and the supply of electronic data on an individual basis, market information for the whole of the country can be processed and made available.

These measures are necessary to ensure that continuous, timeous and accurate information relating to the fruit industry is available to all role-players in order for them to make informed decisions.

This statutory measure will not only assist in improving market access for all market participants, but it should also assist in promoting the efficiency of the marketing of fruit. Furthermore, the market information obtained in this manner, will promote the viability of the fruit industry and the Agricultural Sector at large.

The statutory measure is administered by Agri-Hub. Agri-Hub was specifically established for the purpose of registration and handling information gathering, processing and dissemination on behalf of the various fruit industry role-players in South Africa.

Agri-Hub makes macro generic market information available to the grower associations and other interested parties. This information is obtained and furnished from the returns submitted to Agri-Hub. The information is published in a manner that is suitable to reach the majority of the role-players in the fruit industry.

Agri-Hub is an independent registered company with equal shareholding (12.5%) between CGA, Hortgro, SATI, (representing the grower associations), FPEF (representing the exporters), Dipar, Farsoft, Paltrack and Prophet (representing the ISPs).

Products to which the statutory measure applies

3. This statutory measure shall apply to:
 - (a) Berries
 - (b) Citrus fruit
 - (c) Dried grapes
 - (d) Pome fruit
 - (e) Stone fruit
 - (f) Subtropical fruit
 - (g) Table grapes

Area in which measure shall apply

4. This measure shall apply within the geographical area of the Republic of South Africa.

Registration of exporters or stakeholders of pome fruit, stone fruit, citrus fruit, berries, subtropical fruit and table and dried grapes industry

5. (1) All exporters, growers and other stakeholders of berries, citrus fruit, dried grapes, pome fruit, stone fruit, subtropical fruit and table grapes industries shall register as such with Agri-Hub in the manner set out in clause 6. These shall also include any person e.g. a grower / exporter who acts in the capacity of the aforementioned persons.

(2) Each person who becomes an exporter, grower or other stakeholder in berries, citrus fruit, dried grapes, pome fruit, stone fruit, subtropical fruit and table grapes industries after the date at which this statutory measure comes into force, shall register with Agri-Hub within 30 days after becoming an exporter, grower or other stakeholder.

(3) Each exporter, grower or other stakeholder who registered with Agri-Hub in terms of Government Notice R.1045, R.1046, R.1047 and R.1048 of 27 October 2000 as amended, shall be deemed to be registered with Agri-Hub in terms of this statutory measure.

(4) Upon registration a certificate of registration will be issued by Agri-Hub to the applicant.

(5) The registration certificate issued in terms of sub clause (4) shall expire when this statutory measure is revoked or when it is cancelled by Agri-Hub.

(6) Every exporter, grower or other stakeholder in berries, citrus fruit, dried grapes, pome fruit, stone fruit, subtropical fruit and table grapes industries shall

notify Agri-Hub in writing within 30 days after he has ceased to act in that capacity, whereupon his registration will be cancelled.

(7) The provisions of clause 6 shall apply *mutatis mutandis* to persons who were already registered with Agri-Hub at the time of this publication.

Application for registration as exporter, grower or other stakeholder in berries, citrus fruit, dried grapes, pome fruit, stone fruit, subtropical fruit and table grapes industries

6 (1) An application for registration in terms of clause 5 shall be made on the application form available from Agri-Hub.

(2) The application form shall be completed in ink by a person who is duly authorised and it shall be accompanied by the corroborating documentation as specified in the application form.

(3) The application form shall -

(a) when forwarded by post, be addressed to -

The Colosseum
First Floor Foyer 3
Century Way
Century City
Cape Town
7441

Or

(b) when delivered by hand, be delivered to -

The General Manager: Agri-Hub
The Colosseum
First Floor Foyer 3
Century Way

Century City

Cape Town

7441

(c) if sent electronically, be sent to:

Any of the fax numbers, e-mail addresses or any other electronic addresses as they appear on the application form.

Commencement and period of validity

7. This statutory measure shall come into operation on the date of publication and will lapse 4 years later.

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 3225

31 March 2023

LABOUR RELATIONS ACT, 1995

**MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO: EXTENSION TO
NON-PARTIES OF THE ADMINISTRATIVE COLLECTIVE AGREEMENT**

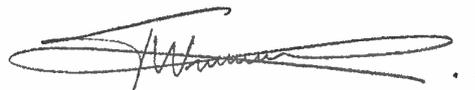
I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto which was concluded in the **Motor Industry Bargaining Council – MIBCO**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this Notice and for the period ending 31 August 2025.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 13/03/2023

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI****NABASEBENZI BEMBONI YEZIMOTO:****UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI
SOKUPHATHA SELULELWA KULABO ABANGEYONA INGXE NYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe WezemiSebenzi, Nezabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini YeziMoto**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube isikhathi esiphela mhlaka 31 kuNcwaba 2025.



MNUMZANE TW NXESI, MP
UNGGONGQOSHE WEZEMISEBENZI EZABASEBENZI

USUKU: 13/03/2023

SCHEDULE**THE MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO****ADMINISTRATIVE COLLECTIVE AGREEMENT**

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

Fuel Retailers Association - FRA

and

Retail Motor Industry Organisation - RMI

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

National Union of Metalworkers of South Africa - NUMSA

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

being the parties to the Motor Industry Bargaining Council - MIBCO,

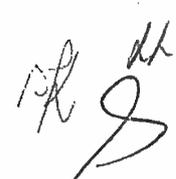


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CLAUSE 1 - SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed by all employers and employees in the registered scope of the Council;
- (a) in the Republic of South Africa,
- (i) by the employers and the employees in the Motor Industry who are members of the employers' organisations and/or the trade unions respectively; and
- (ii) by non-parties, to the extent that the Minister has granted an extension of this agreement to non- parties in terms of Section 32 of the LRA;
- (b) excluding those in terms Section 2 of the LRA:
- (i) the National Defence Force;
- (ii) the National Intelligence Agency; and
- (iii) the South African Secret Service.
- (2) Notwithstanding the provisions of sub-clause (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 Skills Development Act, 1998, and learners in terms of Chapter IV of the Skills Development Act. No. 97 of 1998 as amended; and
- (b) trainees undergoing training under the Skills Development Act 97 of 1998 as amended only in so far as they are not inconsistent with the provisions of any conditions fixed under that Act.
- (3) **National Wage Threshold:**
- (a) Notwithstanding the provisions of sub-clauses (1) and (2), the provisions of the Agreement as set out in the Schedule to this sub-clause shall apply only to employees for as long as their weekly or monthly remuneration, excluding commission on sales, exceeds the National Wage Threshold as determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act.



SCHEDULE**ADMINISTRATIVE AGREEMENT**

Clause 7	-	Deductions from Earnings
Clause 15	-	Employees' Representatives on the Council
Clause 16	-	Prohibition of Cession of Benefits

MAIN AGREEMENT - DIVISION A

Clause 2	-	Definitions
Clause 3.8	-	Payment of Earnings
Clause 3.9	-	Deductions from Earnings
Clause 3.11	-	Piece Work
Clause 3.12	-	Commission Work
Clause 3.14	-	Travelling Allowances
Clause 5.1	-	Leave
Clause 5.2	-	Sick Leave
Clause 5.3	-	Maternity Leave
Clause 5.4	-	Other Parental Leave
Clause 7.1	-	Termination of Service
Clause 7.3	-	Retrenchment Pay
Clause 7.4	-	Desertion
Clause 7.5	-	Certificate of Service
Clause 9.1	-	Outwork
Clause 9.3	-	Damage and/or Loss of Property or Assets
Clause 9.6	-	Public Holidays

- (b) Notwithstanding the provision of sub-clause (3)(a) of this clause or any other provisions to the contrary, employees earning in excess of the National Wage Threshold as determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act;
- (c) For the period from the date of implementation of the National Wage Threshold as determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act, excluding commission on sales, shall not be required to work overtime other than on a voluntary basis, free from any form of coercion, intimidation or victimisation.



- (4) Notwithstanding the provisions of sub-clause (3) of this clause, the provisions of clause 13 of this Agreement shall apply to employees who are members of the National Union of Metalworkers of South Africa (or MISA; provided the Agreement is extended to bind non-parties of this Agreement in terms of Section 32 of the Act), regardless of their earnings.
- (5) The provisions of clause 6.1 (1) of the Main Agreement shall be applicable to all employees, excluding commission on sales, receiving up to –
- (a) For weekly earners –
is the sum of the published National Wage Threshold divided by 52 or 53 (weeks), whichever is applicable;
- (b) For monthly earners –
is the sum of the published National Wage Threshold divided by 12 (months).
- (6) Clause 1 of the Preamble and Clause 1(1)(a) of Division A in the Main Agreement, shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively, to the extent that the Minister of Employment and Labour has not granted an extension of this agreement to non-parties in terms of Section 32 of the LRA

CLAUSE 2 - PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Employment and Labour in terms of Section 32 of the Act, and shall remain in operation for the period ending 31 August 2025.

CLAUSE 3 - DEFINITIONS

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

The headings do not govern or affect the interpretation of this Agreement:

“Administrative Agreement” means the Agreement entered into between the parties for the administration of the Council as published in terms of a Government Gazette and any subsequent renewals and/or amendments thereto.



“Act” means the Labour Relations Act 66 of 1995 as amended from time to time.

“Apprenticeship” means a learnership in respect of a listed, and includes a trade-test in respect of the trade as defined in the Skills Development Act.

“Areas” means –

“Magisterial District” means a district created in terms of Section 2 of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944); and

“Municipal Area” means a municipal area determined in terms of the Local Government Municipal Demarcation Act, 1998 (Act No. 27 of 1998):

(1) “Area Eastern Cape (EC)” means the –

(a) **Magisterial Districts** of Aberdeen, Adelaide, Albany, Albert, Alexandria, Alice, Aliwal North, Barkly East, Bathurst, Bedford, Bhisho, Calittdorp, Cathcart, Centane, Cofimvaba, Colesberg, Cradock, Elliot, Engcobo, Fort Beaufort, Fort Hare; Gatyana; Gcuwa / Butterworth; George, Graaff-Reinet, Hankey, Hanover, Hewu/ Sada; Hofmeyr, Humansdorp, Idutywa; Indwe, Jansenville, Joubertina, Kalanga Cala, Kariega, Kirkwood, Knysna, Komani, Komga, Kwa bhaca / Mount Frere, Lady Grey, Libode, Lusikisiki, Maclear, Middelburg (C.P.), Mdantsane, Middledrift / Keiskamma Hoek, Makhanda, Molteno, Mosselbay, Mount Fletcher, Mpofo / Seymore, Mquanduli, Murraysburg, Ngqeleni, Noupoot, Nqamakwe, Oudtshoorn, Pearston, Peddie, Port Elizabeth, Qonce, Qumbu, Siphagenu / Flagstaff, Somerset East, Sterkstroom, Steynsburg, Steytlerville, Stockenström, Stutterheim, Tabankulu, Tarkastad; Tsolo, Tsomo, Umtata, Umzimvubo/ Port St Johns, Uniondale, Venterstad, Willowmore, Whittlesea, Wodehouse Xhora, Zwelitsha and Zwentsha; or

(b) **Municipal areas** of Despatch, Gqeberha and Kariega.

(2) “Areas Free State & Northern Cape (FS & NC)” means –

(a) **Magisterial Districts** of Barkly West, Bloemfontein, Bloemhof, Britstown, Christiana, De Aar, Ganyesa, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Ntshu, Phillipstown, Postmasburg, Prieska, Schweizer Reneke, Taung, Thaba, Upington, Vryburg and Warrenton, Witsieshoek/Phuthaditjhaba; or

(b) **Municipal areas** of Kimberley and Welkom.

- (3) “Area KwaZulu-Natal (KZN)” means means –
- (a) **Magisterial Districts** of Amajuba District; eThekweni Metropolitan; Harry Gwala District; iLembe District; King Cetshwayo District; Ugu District; uMgungundlovu District; uMkhanyakude District; uMzinyathi District; uThukela District; Zululand District, and
- (b) **Municipal areas** of AbaQulusi, Alfred Duma, Big 5 Hlabisa, City of uMhlatuze, Dannhauser, Dr Nkosazana Dlamini Zuma, eDumbe, eMadlangeni, Endumeni, eThekweni, Greater Kokstad, Impendle, Inkosi Langalibalele, Jozini, KwaDukuza, Mandeni, Maphumulo, Mkhambathini, Mpofana, Msunduzi, Mthonjaneni, Mtubatuba, Ndwedwe Local, Newcastle, Nkandla, Nongoma, Nquthu, Okhahlamba, Ray Nkonyeni, Richmond, Ubuhlebezwe, Ulundi, Umdoni, uMfolozi, uMhlabuyalingana, uMlalazi, uMshwathi, uMngeni, uMsinga, Umuziwabantu, Umvoti, Umzimkhulu, Umzumbe, uPhongolo.
- (4) “Area Highveld (HVL)” means –
- (a) **Magisterial Districts** of Amersfoort, Amsterdam, Balfour, Bethal, Breyten, Coligny, Davel, Delareyville, Delmas, Ditsobotla, Ermelo, Fochville, Heidelberg, Lichtenburg, Nigel, Orkney, Ottosdal, Piet Retief, Standerton, Stilfontein, Volksrust, Wolmaransstad, Wakkerstroom, and the municipal areas of Amalia, Armadene, Bank, Biesiesvlei, Bosfontein, Claudina, Chrissiesmeer, Dasville, De Deur, Devon, Ebner-on-Vaal, Eendracht, Eikenhof, Eloff, Evander, Evaton, Glenharvie, Gollel, Grasmere, Greylingstad, Grootvlei, Hartebeesfontein, Hekpoort, Holmdene, Kinross, Klipdrift, Kliprivier, Klipvalley, Leeudoringstad, Leslie, Lothair, Magaliesberg, Makokskraal, Makwassi, Migdol, Molopo/Mahikeng, Moolman, Moosrivier, Morgenzon, Muldersdrift, Oberholzer, Paardekraal, Perdekop, Plat Rand, Randfontein, Redan, Residensia, Rykaartspas, Sannieshof, Setla-kgobi, Sundra, Sebokeng, Trichardt, Val, Van Wyksrust, Venterspost, Vermaas, Walkerville, Welbekend, Welverdiend, Westonaria, Zuurbekom; or
- (b) **Municipal areas** of Alberton, Bedfordview, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Gauteng), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Meyerton, Midrand, Nigel, Potchefstroom, Randburg, Roodepoort-Maraisburg, Sandton, Sasolburg, Springs, Vanderbijlpark and Vereeniging.



- (5) **“Area Northern Region (NR)”** means –
- (a) **Magisterial Districts** of Akasia, Barberton, Belfast, Bochum, Bolobedu, Brits, Bronkhorstspuit, Carolina, Centurion, Cullinan, Dzanani, Eerstehoek/Badplaas, Ellisras, Ga-Rankuwa, Giyani, Groblersdal, Hlanganani, Koster, KwaMhlanga, Letaba (includes Tzaneen), Lulekani, Madikwe, Lydenburg, Malamulela, Mankweng, Mapulaneng, Marico (includes Zeerust), Mdibana, Mdujjana, Messina, Mhala, Middelburg (Mpumalanga), Mkobola, Mokerong, Moretele, Moutse, Mutali, Namakgale, Naphuno, Nebo, Nelspruit, Nkomazi, Nsikazi, Phalaborwa, Pilgrims Rest (includes Graskop and Sabie), Piet Retief, Polokwane, Pretoria, Ritai, Rustenburg, Segosese, Sekhukhuneland, Seshego, Sibasa, Soshanguve, Soutpansberg (includes Louis Trichardt), Swaruggens, Temba, Thabamooop, Thabazimbi, Thoyandou, Vuwani, Warmbaths, Waterval Boven, Witbank, White River and Waterberg (includes Nylstroom).
- (6) **“Area Western Cape (WP)”** means –
- (a) **Magisterial Districts** of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Fraserburg, Goodwood, Heidelberg (C.P.), Hermanus, Hopefield, Kuils River, Ladismith, Laingsburg, Malmesbury, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Alfred, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape and Wynberg, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston and Worcester; or
- (b) **Municipal areas** of Paarl, Somerset West, Stellenbosch and Strand.

“Artisan” means a person who performs artisan's work and who -

1. has served an apprenticeship in a designated trade in accordance with the requirements of the Skills Development Act in accordance with a written contract approved by any Regional Council; or
2. is in possession of a Grade A membership card issued by MISA or NUMSA; or
3. is in possession of a certificate issued to him in terms of the Skills Development Act; or
4. is in possession of an identity card issued by the Regional Council.

“AWPF” means the Auto Workers' Provident Fund, applicable to grade 1 to 6 employees and their employers in the Motor Industry, including any amendments thereto (Registration no. 12/8/32783 as of 03 July 1995).



“**Council**” means the Motor Industry Bargaining Council – MIBCO, registered in terms of Section 29 of the Act.

“**Constitution**” means the constitution of the Council.

“**Establishment**” means any workplace or any other place where an employer carries on business or keeps employment records in or on which the Industry, or any part thereof, as defined in this Agreement.

“**Independent Board**” means the Board established by the Council in terms of Section 32 of the Act, to consider and to determine the outcome of all appeals on exemptions submitted by parties and non-parties for exemption from the provisions of all the Councils published collective agreements and the withdrawal of such an exemption by the Council. Exemptions in this regard, will refer to, and include any or all exemptions from any provision of the Main Agreement, this agreement and Provident Fund Agreements, which the Council has the authority to grant.

“**Learner**” includes an apprentice as defined in the Skills Development Act.

“**Learnership**” means a learnership as described in chapter 4 (Learnerships) of the Skills Development Act and includes an apprenticeship.

“**Main Agreement**” means the agreement in which wages and other conditions of service are agreed for employees by the parties to the agreement in the Motor Industry, subject to extension of the agreement to non-parties by the Minister.

“**MIPF**” means the Motor Industry Provident Fund, applicable to Division B, grade 7 employees, grade 8 employees, apprentices and their employers in the Motor Industry, including any amendments thereto (Registration no. 12/8/36666 as of 01 January 2001).

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

1. assembling, erecting, testing, remanufacturing, repairing, installing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with –
 - (a) chassis and/or bodies of motor vehicles;
 - (b) internal combustion engines and transmission components of motor vehicles;
 - (c) the electrical and electronic equipment and/or devices mainly exclusively connected with motor vehicles;



2. automotive engineering;
3. Auto valet establishments;
4. repairing, vulcanising and/or retreading tyres;
5. repairing, servicing and/or reconditioning batteries for motor vehicles;
6. the business of parking and/or storing motor vehicles;
7. the business conducted by filling and/or service stations including ancillary activities forming part of a filling station linked to the convenience store environment inclusive of the preparing, serving and selling of food/beverages of customers but excluding activities of separately registered establishments whose sole activities relates to the restaurant, tea room and catering environment;
8. 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 that are attached to a portion of an establishment wherein is conducted the assembly of or repair of motor vehicles is carried out;
9. the business of motor graveyards;
10. the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;
11. motor vehicle body building;
12. 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:
 - (a) agricultural and irrigation equipment; and
 - (b) tractors, except when undertaken by establishments substantially engaged in the sale and/or repair of other motor vehicles.

For the purposes of this definition -

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

“Auto valet establishment” means an establishment associated with filling



and/or service stations forming part of the same enterprise within the Motor Industry wherein the under mentioned activities pertaining to motor vehicles in or on the premises of such establishment are carried out:

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

“**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 and shall not include any equipment designed to run on fixed tracks, or air crafts.

“**Motor vehicle body building**” means any or all of the following activities carried on in a motor vehicle body building establishment, but shall not include motor vehicle body building done by assembly establishments incidentally to the assembling of motor vehicles:

1. The construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;
2. 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 or bodies or on the superstructure of vehicles;
3. fixing cabs and/or bodies and/or any superstructure to the chassis of any type of motor vehicle;
4. coating and/or decoration of cabs and/or bodies and/or any superstructure with any preservative or decorative substance;
5. equipping, furnishing and finishing off the interior of cabs and/or bodies and/or any superstructure;
6. building of trailers, but not including the manufacture of wheels or axles therefore; and
7. all operations incidental to or consequent upon the activities referred to in paragraphs (a), (b), (c), (d), (e) and (f) above.

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

- (a) The manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for and normally producing metal and/or plastic goods of a different character on a substantial scale, or the sale of motor spare parts and accessories by assembly establishments from such establishments;
- (b) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar service in respect of motor cars, motor lorries or motor trucks;
- (c) the manufacturing and/or maintenance and/or repair of -
 - (i) civil and mechanical engineering equipment, and/or parts thereof, whether or not mounted on wheels;
 - (ii) agricultural equipment or parts thereof; or
 - (iii) equipment designed for use in factories and/or workshops.
Provided that for the purposes of paragraphs (a), (b) and (c) above, 'equipment' shall not be taken to mean motor cars, motor lorries and/or motor trucks;
 - (iv) motor vehicle or other vehicle bodies and/or 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; and
- (d) assembly establishments which shall mean 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 components when carried on in such establishments, but shall not include motor vehicle body building, except in so far as it is carried on incidentally to the assembly of motor vehicles, other than caravans and trailers.

"National Wage Threshold" means the wage threshold determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act.

"PFA" means the Pension Funds Act, Act no 24 of 1956, as amended from time to time.

“**PR artisan**” 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 artisan 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.]

“**Region EC**” means those areas defined as 'Area Eastern Cape'.

“**Region FS & NC**” means those areas defined as 'Area Free State & Northern Cape'.

“**Region HVL**” means those areas defined as 'Area Highveld'.

“**Region KZN**” means the areas defined as 'Area KwaZulu-Natal'

“**Region NR**” means those areas defined as 'Area Northern Region'.

“**Region WP**” means those areas defined as 'Area Western Cape'.

“**Regional Council**” means a committee appointed as such by the Council in terms of its Constitution.

“**Republic of South Africa**” means the Republic of South Africa as defined in the Republic of South Africa Constitution Act 108 of 1996 as amended.

“**Skills Development Act**” means the Skill Development Act 97 of 1998 as amended.

“**week**” means –

1. for the purposes of clause 13 (Returns to the Council) of this Agreement, a period of seven consecutive days commencing at midnight on a Sunday;



2. for the purposes of the remaining clauses of this Agreement, a period of seven consecutive days.

CLAUSE 4 - EXEMPTIONS

- (1) Exemption from any of the provisions of any of the Council's Agreements may be granted by the Council, to any party or non-party on application.
- (2) Application for exemption to the Council shall be made, in a form prescribed by the Council to the General Secretary of the Council.
- (3) The Council 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 certificate of exemption.
- (4) Should a party wish to appeal a decision of the Council to refuse to grant an exemption or to withdraw any licence of exemption granted to it, other than a decision relating to an application for exemption relating to actual and/or guaranteed increases, it shall appeal, within 14 calendar days of receiving reasons in writing of such refusal or withdrawal, the decision of the Council to the Independent Board. Written reasons shall only be furnished to a Party upon receipt of a written request for such reasons by the Council no later than 14 calendar days from the date of receipt of written notification of such refusal or withdrawal. In the event of an appeal against the decision of the Exemptions to withdraw an exemption of a party, such decision to withdraw shall not be implemented before the outcome of the appeal to the Independent Board.
- (5) The General Secretary of the Council shall issue to every person granted an exemption, a certificate 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.



CLAUSE 5 - WAGE EXEMPTIONS BOARD

- (1) The Council hereby establishes the Wage Exemptions Board ("the Board"). The Board shall have sole jurisdiction to consider applications for exemption by individual employers to pay a lesser wage increase and/or guaranteed increase.
- (2) The Board shall consist of 6 members who shall include the General Secretary of the Council who shall also act as chairperson of meetings of the Board.
- (3) The members of the Board shall include:
- (a) Two independent labour representatives;
 - (b) Two independent business representatives; and
 - (c) An Auditor.
- The members of the Board shall be required to *inter alia* possess the following qualities:
- (i) the ability to be objective, independent and impartial;
 - (ii) sound decision-making skills;
 - (iii) leadership qualities, particularly in respect of exercising sound judgment;
 - (iv) be a person in whose impartiality and integrity the public can have confidence;
 - (v) understand and comply with confidentiality requirements;
 - (vi) working knowledge and experience of labour and collective bargaining matters; and
 - (vii) knowledge and understanding of judicial / quasi-judicial processes.
- (4) The General Secretary shall convene board meetings as and when required by giving at least 14 (fourteen) days written notice to members of the Board. Such notice shall include the Agenda and such other information as may be necessary to prepare for such meeting.
- (5) The following procedure shall apply to wage exemptions:
- (a) An employer that applies for an exemption in order to pay a lesser wage increase or to be exempted from paying on actuals shall complete the wage exemption application form available on request from the Council for consideration by the Board.



- (b) The employer shall consult its employees on the employer's intention to apply for an exemption and the application for exemption must contain details and proof of the consultation process. The proof of the consultation process shall include written confirmation by the employer that the substantive reasons motivating for the application for exemption have been disclosed to its employees.
 - (c) The employer, in the application shall furnish all relevant financial information supporting the motivation for the exemption applied for.
 - (d) The Board shall make a decision on the application for an exemption within 30 days from the date upon which it was lodged with the Council.
 - (e) If an application for exemption is granted to an employer and written proof of such exemption is issued to the employer, the employer shall ensure that such written proof of exemption is contained and displayed at all establishments to which the exemption is applicable.
- (6) In the case of an application for exemption relating to actual and / or guaranteed increases the following procedure shall apply:
- (a) Individual employers seeking exemption to pay a lesser actual wage increase and/or a guaranteed increase or to be exempted from paying such must obtain the wage exemption application form available on request from the Council for consideration by the Board.
 - (b) Applications for exemption not to pay the agreed prescribed minimum wage increases will not be accepted or considered in terms of these exemption procedures.
 - (c) The application must be lodged with the Council and must include the following supporting documents –
 - (i) Formal financial information;
 - (ii) A written motivation; and
 - (iii) Details and proof of the consultation process between the employer, employees and relevant MIBCO Trade Unions.
 - (d) Applications must be lodged with the Council and considered within 21 calendar days from the date the Council has circularised all employers with the amending



- Agreements and wage schedules, either hand delivered or by registered mail or by fax or E-mail, in the prescribed format.
- (e) The Board must make a decision on the application within 14 calendar days of the conclusion of the first period, namely, 21 days as referred to in sub-clause (d) hereof.
 - (f) Applicant employers shall be advised of the outcome within seven days by email, fax where applicable or by registered mail.
 - (g) Establishments may appeal to the Independent Board within 14 calendar days from the date of receipt of the registered post or fax advising of the rejection of the application.
 - (h) All hearings will be attended by the Council's Auditors to assist with the interpretation of the financial information.
- (7) The General Secretary of the Council 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.
- (8) The General Secretary of the Council shall issue to every person granted a licence, a letter of authority signed by him setting out, read with the changes required by the context, the information referred to in sub-clauses (6) and (7) above.
- (9) The Council shall determine on an annual basis, for the avoidance of any doubt, at the beginning of each financial year the remuneration to be paid to the members of the Board other than the General Secretary for their services to the Council.

CLAUSE 6 - INDEPENDENT BOARD

- (1) In terms of Section 32(3)(e) of the Act the Council hereby establishes an independent body, to be known as the Independent Board, to consider appeals from parties and non-parties against a refusal by the Exemptions Board of a party's or non-party's application for exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council. The following provisions shall apply to the Independent Board:



- (a) The Council shall appoint 6 (six) independent persons (Members) to constitute the Independent Board, for the avoidance of doubt, such persons shall not be a representative, office bearer or official of the Council or party to the Council or any of its collective bargaining agreements. The independent persons shall be appointed for a period of 12 (twelve) months and shall possess *inter alia* the following qualities:
- (i) the ability to be objective, independent and impartial;
 - (ii) sound decision-making skills;
 - (iii) leadership qualities, particularly in respect of exercising sound judgment;
 - (iv) be a person in whose impartiality and integrity the public can have confidence;
 - (v) understand and comply with confidentiality requirements;
 - (vi) working knowledge and experience of labour and collective bargaining matters; and
 - (vii) knowledge and understanding of judicial / quasi-judicial processes.
- (b) The Council shall determine such other terms of appointment of Members of the Independent Board subject to the provisions of the Labour Relations Act.
- (2) Any party or non-party may lodge an appeal with the Independent Board against the decision of the Council, or Wage Exemptions Board, as the case may be, to refuse to grant an application for an exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council, in which event the following procedure shall apply:
- (a) An appeal shall be in writing and shall be addressed to the General Secretary of the Council for consideration by the Independent Board.
 - (b) All appeals lodged by non-parties shall be considered by the Independent Board with due regard to the Appeal criteria set out in subclause 7 (**Exemption criteria**) of this clause 6.
 - (c) All appeals to the Independent Board shall be substantiated or motivated by the applicant and shall include the following details:
 - (i) the period for which the exemption is required;
 - (ii) the Agreement and clauses or subclauses of the Agreement from which exemption is required;

- (iii) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives; and the responses resulting from such consultation, either in support of or against the application, are to be included with the appeal.
- (3) The Independent Board may, having regard to the individual merits of each appeal, grant or refuse the appeal if -
- (a) it does not undermine the Agreement;
- (b) it is fair to the employer or his employees and other employers and employees in the Industry.
- (4) The Independent Board shall deal with all appeals within 30 days of the date on which the appeal was submitted. The Independent Board may however defer a decision to a following meeting if additional motivation or substantiation or information is considered necessary to make a decision on the appeal.
- (5) Once the Independent Board has granted an exemption, it must issue a certificate and advise the applicant(s) accordingly within 14 days of the date of its decision.
- (6) When the Independent Board dismisses or dismisses part of an appeal for exemption it shall advise the applicant(s) within 14 days of the date of such decision.
- (7) **Exemption criteria:** The Independent Board must consider all appeals with reference to the following criteria:
- (a) the written substantiation and motivation submitted by the applicant;
- (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
- (c) the scope of exemption required;
- (d) the infringement of basic conditions of employment rights;
- (e) the fact that a competitive advantage is not created by the exemption;
- (f) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;



- (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Motor Industry;
 - (h) any existing special economic or other circumstances which warrant the granting of the exemption;
 - (i) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
 - (j) any recommendation from the Council.
- (8) The Council shall determine on an annual basis, for the avoidance of any doubt, at the beginning of each financial year the remuneration to be paid to the members of the Board other than the General Secretary.

CLAUSE 7 - DEDUCTIONS FROM EARNINGS

- (1) Unless otherwise provided for in this Agreement or the Main Agreement, no deductions or set-off of any description, shall be made from the earnings that an employee would normally be entitled to receive other than the following:
- (a) Deductions 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, and where an employee through negotiations between himself and his employer agrees on the amount to be paid by the employee to accept board and/or lodging from his employer;
 - (ii) tea, sports or similar clubs;
 - (iii) purchases by employees from their employers;
 - (iv) traffic fines in cases where the guilty person(s) have been identified beyond doubt; provided that in the event of an employee being required to drive an unroadworthy or unlicensed vehicle, such fines shall be excluded;

Provided that in the case of Division B employees who are in receipt of remuneration, excluding commission on sales, in excess of amounts as determined by Council from time to time, the deductions referred herein, together with other similar deductions, may be made subject to the written



consent of the employee only: Provided further that such deductions are not in conflict with any contract on commission work that exist between the employer and employee.

- (b) Contributions to Council funds in terms of clause 13 of this Agreement and contributions to any sick benefit, provident and/or pension funds administered by any Regional Council or the Council.
 - (c) Any amount paid by an employer compelled by law, ordinance, or legal process to make payment on behalf of an employee.
 - (d) Subscriptions to MISA and NUMSA, in terms of clause 14 of this Agreement, or to such other registered trade union as may be approved by a Regional Council or the Council.
 - (e) Any amount an employer deducts to pay a financial institution approved by the Council in respect of a housing loan for which any of the Pension or Provident Funds administered by the Council provide collateral security.
- (2) An employer who has made a deduction in terms of this sub-clause 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, or in the case of sub-clause 1(e) to the appropriate person or authority in terms of any law, ordinance or legal process or to the approved financial institution referred to in that sub-clause: Provided that the maximum deduction may not exceed 30% of an employee's weekly/monthly earnings including deductions for the payment of housing loans, and provided further that statutory deductions will not form part of this limitation.
- (3) Subject to the provisions of Clause 22 of this Agreement, should any amount due in terms of this clause not be received by the Council by the 16th 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 22 of this Agreement, from such 16th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.



CLAUSE 8 - ADMINISTRATION & ENFORCEMENT OF AGREEMENT

- (1) The Motor Industry Bargaining Council - MIBCO, registered in terms of Section 29 of the Act, hereinafter referred to as the "Council", shall be the body responsible for the administration, interpretation, implementation and enforcement of any provision of this Agreement, the Main Agreement or any other collective Agreements entered into by the parties to the Council.
- (2) The Council may, in terms of its Constitution, appoint Regional Councils for such Regions as it may establish from time to time.

CLAUSE 9 - AGENTS

- (1) 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 any other collective agreement of the Council, 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 and any other collective agreement of the Council are being observed.
- (2) The Council may also request the Minister to appoint the designated agents referred to in Section 33 of the Act whose functions shall include the promotion, monitoring and enforcement of any collective bargaining agreement of the Council.

CLAUSE 10 - REGISTRATION OF EMPLOYERS AND EMPLOYEES

- (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 –
 - (a) 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) Date of the commencement or discovery of the 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; and/or
 - (d) the partners, directors, members or managers of the business.
- (3) Every employer shall register employees in respect of each establishment at which he carries out business with the Regional Council. Registration of employees –
- (a) is done in accordance with Clause 13 of this Agreement as a statement in the form of **Annexure B**; and
 - (b) is applicable to all employees in the scope of the Motor Industry, notwithstanding sub-clause 1(3), as a statement in the form of **Annexure B**.

Note: Is applicable to all employees.

CLAUSE 11 - EXHIBITION OF AGREEMENT AND POSTING OF NOTICES

Every employer upon whom this Agreement is binding must –

- (1) Keep a copy of the Collective Agreements available in the workplace at all times;
- (2) Make that copy available for inspection by any employee; and
- (3) Give a copy of the collective agreement –
 - (a) to an employee who has paid the prescribed fee; and
 - (b) free of charge, on request, to an employee who is a trade union representative.
- (4) 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 two official languages of the Republic of South Africa:
 - (a) a notice in the form specified by the Council, 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;



- (b) a notice containing the official address of the Provincial Director, of the Department of Employment and Labour and of the secretary of the Regional Council within whose area of jurisdiction the employer is carrying on his business;
- (c) a notice containing the starting and finishing times of each shift, in the case of filling and/or service stations where forecourt attendants are employed on a shift system.

CLAUSE 12 - 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 records containing at least the following information:
 - (i) The employee's name and occupation, identity number / passport or permit number;
 - (ii) The time worked by each employee;
 - (iii) The remuneration paid to each employee;
 - (iv) The date of birth of any employee under 18 years of age; and
 - (v) Any other prescribed information.
 - (b) Every employer shall keep the record referred to in paragraph (a) of this subclause for a period of three years from the date of the last entry in the record.
- (2) **Attendance record:**
 - (a) Every employer shall have available an attendance register in the form of BCEA 3 to the regulations promulgated in terms of the Basic Conditions of Employment Act, 1997, 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.

CLAUSE 13 - RETURNS TO THE COUNCIL

Definition: The "Returns to the Council" referred to herein is the Council Levy.



- (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 (5) 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) 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 Council and shall be accompanied by a written or electronic statement containing the following details:
 - (a) The total number of 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) the family name, initials, sex, date of birth, occupation and identity number (in the case of an employee who is not a South African citizen a passport number and a work permit number);
 - (ii) the amount of the levy remitted in respect of each employee;
 - (iii) the date on which service began or the date on which service ended, in the case of employees whose employment began or ended since the details were last submitted.

[Note: Artisans shall be given numbered identity cards by the Council, and the trade union numbers must be inserted on monthly returns in terms of clause 14(1)(a) of this Agreement.]
- (4) 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.
 - (a) The present postal and email addresses of the Secretaries of the various Regional Councils are as follows:

Region EC:	PO Box 7270, Gqeberha, 6055; Mibco.EC@mibco.org.za
Region KZN:	PO Box 10230, Ashwood, 3605; Mibco.KZN@mibco.org.za



Region FS & NC:	PO Box 910, Bloemfontein, 9300; Mibco.FSNC@mibco.org.za
Region Highveld:	PO Box 2578, Randburg, 2125; highveldregion@mibco.org.za
Region Northern:	PO Box 13970, Hatfield 0028; Mibco.NR@mibco.org.za
Region WP:	PO Box 17, Bellville, 7535. Mibco.WP@mibco.org.za

- (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.
- (5) The contributions in terms of subclause (1), shall be the sum of **R3.14 (three Rand fourteen cents)** per week applicable to Employers and Employees.
- Provided that -
- (a) 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; and
- (b) 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.
- (6) Subject to the provisions of clause 22 of this Agreement, should any amount due in terms of this clause not be received by the Council by the last day of 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 22 of this Agreement from the first day the amount was due until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.
- (7) The Council shall allocate all payments received from employers, including amounts which are not paid on due date or amounts which are due in terms of a DRC award, for the relevant period for which such payment is applicable.



- (8) The Council shall allocate unallocated contributions of companies that have ceased trading or liquidated to the MIBCO Contingency Reserve Fund.

CLAUSE 14 - SUBSCRIPTIONS TO THE TRADE UNIONS AND EMPLOYERS' ORGANISATIONS

- (1) (a) Every employer shall deduct from the wages of each of his employees concerned who are members of any of the Trade Unions that are Party to the Council, the amount of the subscription payable by such employees to the trade unions and shall pay to the Council's Shared Services Centre (SSC) 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) The family name and initials, identity number/passport of permit number;
 - (ii) the trade union membership number;
 - (iii) the amount deducted; and
 - (iv) the period in respect of which subscriptions were deducted.
- (b) Every employer shall pay the subscriptions deducted and render the statement required in terms of paragraph (a) to the SSC 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) Every employer who is a member of the employers' organisations 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 relevant employers' organisation, should such subscriptions not already have been paid direct to the said organisation.
- (3) Subscriptions received by the Council in accordance with the provisions of subclauses (1) and (2) of this clause on behalf of the employers' organisations and the trade unions shall be paid to the organisation or the trade union in question 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 22 of this Agreement from such 15th day until the day upon which payment is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

CLAUSE 15 - 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.

CLAUSE 16 - PROHIBITION OF CESSION OF BENEFITS

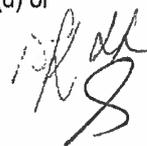
No benefit arising out of an employee's contract of service, whether due by his employer or the Council, shall be capable of being ceded, and any such cession by an employee is prohibited. No purported cession of such benefits shall be binding on or be recognised by the Council or his employer unless such cession is in respect of moneys advanced by the Contingency Reserve provided for by clause 18 of this Agreement.

CLAUSE 17 - 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 –

- (1) Any period during which, in accordance with the requirements of his employer, he is present at or in any establishment;
- (2) Any period during which he is in charge of any vehicle used in the industry, whether or not it is being driven;
- (3) 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
- (4) 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 12 of this Agreement:

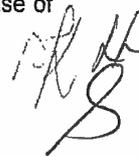
Provided that, if it is proved that any such employee was not working and was free to leave the premises during any part of any period referred to in paragraphs (b), (c), (d) or



(e), the presumption established by this clause shall not apply in respect of such employee with reference to that part of such period.

CLAUSE 18 - CONTINGENCY RESERVE

- (1) Leave pay, holiday bonus and additional holiday pay in the possession of the Council from employees who are members of the respective party trade unions and unclaimed by the beneficiaries after the expiration of three years from the date of receipt shall be paid –
 - (a) to Contingency Reserve A, where the beneficiary is a member of MISA;
 - (b) to Contingency Reserve C, where the beneficiary is member of NUMSA; and
 - (c) to Contingency Reserve, where the beneficiary is an employee who is a non-party to this agreement.
- (2) Contingency Reserves A and C (hereinafter referred to as the 'Reserves') shall be utilised for the benefit of employees who are members of the respective trade unions provided that -
 - (a) 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;
 - (b) any leave pay or additional holiday pay that has been forfeited to the Council or paid to the Reserves in terms of this subclause, and that is subsequently claimed by the beneficiary, may be paid out at the discretion of the Council;
 - (c) subject to proviso (ii), any money forfeited to the Council shall, in the case of a beneficiary who was a member of MISA or NUMSA, be credited separately in the books of account of the Council in an account to be styled the "A" or "C" Contingency Account respectively.
- (3) The Reserves shall be administered by the Council in accordance with principles formulated by the Council and a copy of the memorandum containing such principles and particulars of any amendments shall be lodged with the Director-General of Employment and Labour.
- (4) In the event of the dissolution of the Council. any moneys standing to the credit of the Reserves shall at the time of such dissolution be deemed to constitute part of the Council's cash assets and shall be dealt with accordingly: Provided that in the case of



Contingency Reserve A such moneys shall be paid into any Benefit Fund established on behalf of MISA in terms of Clause 4 of its Constitution and approved by the Registrar of Employment and Labour Relations.

- (5) Subject to the provisions of subclause (4) of this clause, in the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Reserves shall continue to be administered in terms of subclause (3): Provided that if another agreement for the industry is not negotiated within a period of two years after such expiration or cessation, any moneys standing to the credit of the Reserves shall be forfeited to the Council.
- (6) The cost of administering the Reserves referred to in this clause and the special Leave Pay Account referred to elsewhere in this Agreement shall be borne by the Council, which may at 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 the Council to defray costs of administration of the Reserves and of the said Special Leave Pay Account.

CLAUSE 19 - REMITTANCE

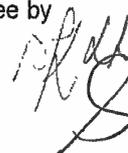
Whenever an employer pays any sum of money, which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honoured for any reason whatever, then and in such event a penalty shall be payable by the employer to the Council in its sole discretion, which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

CLAUSE 20 - REVISION OF WAGES

The wages prescribed for the Motor Industry shall be negotiable by the employers' organisation and the trade unions for a period to be agreed by the parties and implemented in terms of the main agreement.

CLAUSE 21 - LEGAL COSTS

- (1) For purposes of this clause "money" means any amount of money and includes money that an employer has to deduct or has deducted from moneys due to an employee by



virtue of any obligation, but not paid over to the Council.

- (2) When the Council instructs an attorney to collect money from an employer, the employer shall be liable to the Council for all the legal costs incurred by the Council in the recovery of the amount due including costs on the attorney and own client scale irrespective of whether the Council instituted civil proceedings or arbitration proceedings or whether those proceedings have commenced or not.
- (3) When the Council instructs a natural or legal person other than an attorney to collect money, then the employer shall be liable for the costs and fees determined by the Council to be the costs and fees payable by the Council to such person in the recovery of the amount due by the employer.

CLAUSE 22 - INTEREST CLAUSE

- (1) Whenever any amount payable to the Council in terms of this Agreement is not paid on the due date, other than amounts due in terms of the Pension Funds Act No. 24 of 1956 as amended from time to time ("PFA"), interest shall be payable monthly on such amount or on any such lesser amount as may remain unpaid, calculated from the due date at the interest rate of 1,5 per cent.
- (2) Compound interest on late payments or unpaid amounts and values shall be calculated for the period from the first day of the month following the expiration of the period in respect of which the relevant amounts or values are payable or transferable until the date of receipt by the fund at the rate prescribed...

CLAUSE 23 - RESOLUTION OF DISPUTES

- (1) For the purpose of this Agreement, "dispute" means any dispute about the application, interpretation or enforcement of this Agreement, or any other collective agreements entered into by the parties to the Council.
- (2) Any such dispute shall be referred to the Council on the form specified by the Council. This provision shall not apply when the Council makes use of the procedure set out in subclause (4).
- (3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, such dispute shall be referred to arbitration to the MIBCO-Dispute Resolution Centre in terms of Section 52 of the Act. The arbitrator shall have the power



to decide upon the procedure to be followed at the arbitration hearing in terms of Section 138 of the Act, and be entitled to make an award in respect of the parties' arbitration costs in terms of Section 138 (10) of the Act.

- (4) The provisions of this clause stand in addition to any other legal remedy through which the Council may enforce a collective agreement.
- (5) The arbitrator's decision shall be final and binding, subject to the parties' rights of review to the Labour Court.

Any other dispute shall have the same meaning as defined in the Act and shall be dealt with in terms of Section 51 of the Act.



ANNEXURE A
[Specified in clause 10(1) of this Agreement]

Date:

The Regional Secretary
The Motor Industry Bargaining Council - MIBCO
Regional Council
P O Box
.....

Dear Sir

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

2. Address at which business if carried on

3. Telephone No.
 Fax No.
 E-Mail Addresses:
 Cell Phone No.

4. Address of head office (where applicable)

5. Nature of business

6. Date on which trading commenced

7. Names and addresses of:
 Proprietor
 or Partners
 or Directors
 or Members
 Manager and/or Secretary
 (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)

8. Particulars of employees:
 Number of artisans
 Number of apprentices
 Number of clerical and sales persons
 Number of general workers
 Number of employees

9. Name of employer's organisation of which I am a member





ANNEXURE A
Registration as an employer in the Motor Industry
In accordance with Clause 10 of the MIBCO, Administrative Agreement

Motor Industry Bargaining Council Tel _____
Fax _____
E-mail address _____
Website address _____

New Registration Change of Ownership Change of Address Change of Trading Name
 Verify / Update MIBCO Employer Number _____

Name under which business is conducted _____
 Previous trading name if applicable _____

Name and Registration of CC, Company and / or Trust
 Name _____

(Please attach copies of the registration documents) Registration No. _____

	Street Address (Site)	Postal Address (Branch)	Head Office Address
Address	_____	_____	_____
Suburb Name	_____	_____	_____
Town Name	_____	_____	_____
Postal Code	_____	_____	_____
Telephone No	_____	_____	_____
Fax No	_____	_____	_____
Cell No	_____	_____	_____
Site Email	_____	H/O Email _____	_____
Return Email	_____	Magisterial _____	_____
Preferred mode of Communication (e-mail/fax/post; indicate fax no, e-mail etc.) _____			
Nature of Business	_____	Date Trading Commenced	_____
Activity Code	_____	Date of Change	_____
Chapter	_____	Sector	_____

Details of Proprietor, Partners, Directors, Members of CC or Trustees *(Delete whichever is not applicable)*

Name and Surname	Residential Address	ID Number*	Occupation

* Please provide certified copies of ID documents

We, the employer, hereby declare that we are in full compliance with the SARS prescriptions pertaining to deductions for employee tax. Tick to confirm

Contact Person: Wage Clerk / Bookkeeper / Manager *(Delete whichever is not applicable)*

Particulars of employees

No. of Artisans	_____	No. of General Workers	_____	No. of Apprentices	_____
No. of Clerical & Sales Employees	_____	No. of RSA's / BSA's	_____	No. of Other Employees	_____
Employer Organisation Member	RMI No. _____	FRA No. _____	NEASA No. _____		
Signature of Employer / Authorised Representative	_____			Date	_____

With this signature, I declare that I am authorised to confirm that the contents of this document are both true and correct

PTO

Handwritten signature

Office Use	
Memo Number _____	File Prepared _____
Inspection Sheet Amended _____	Area _____
Inspection Sheet Compiled _____	Agent Area / Code _____
Chapter _____	Registered by _____
File No. / Employer No. _____	Sector _____

NOTE: In terms of Clause 8(2): REGISTRATION OF EMPLOYERS of the Administrative Agreement, it is the responsibility of the Employer to notify the relevant MIBCO Regional Council, within one month, of any change in terms of ownership, name, partner / director / member or manager composition, postal and/or physical address and trading status of the registered establishment.

Document Handover Control

Designation	Name	Signature	Date Compiled / Received	Date Released / Secured

EMPLOYER ACTIVITY CODES

- | | | | |
|----|-----------------------------------|----|--|
| 1 | Petrol Sales | 33 | Radiator Reconditioning |
| 2 | Used Car Sales | 34 | Auto Electrical Repairs |
| 3 | New Car Sales | 35 | Motor Vehicle Repairs |
| 4 | Agricultural Equipment Sales | 36 | Motorcycle Repairs |
| 5 | Motor Cycle Sales | 37 | Caravan Repairs |
| 6 | Caravan Sales | 38 | Battery Repairs |
| 7 | Battery Sales | 39 | Motor Trimming |
| 8 | Accessories and Spares Sales | 40 | Fuel Injection Services |
| 9 | Tyre Sales | 41 | Gearbox Repairs |
| 10 | Tyre Re-treading | 42 | Diesel Pump Repairs |
| 11 | Vulcanising | 43 | Wheel Alignment |
| 12 | Scrap Yard | 44 | Trailer Repairs |
| 13 | Spring Smith | 45 | Tyre Repairs |
| 14 | Parking Garage | 46 | Auto Valet and Steam Cleaning |
| 15 | Kiosk / General Stores | 47 | Motor Vehicle Storage |
| 16 | Exhaust Fitting | 48 | Agricultural Equipment Repairs |
| 17 | Tow Bar Fitting | 49 | Tractor Sales |
| 18 | Radio Fitting | 50 | Tractor Repairs |
| 19 | Alarms and Immobiliser Fitting | 51 | Cylinder Head Repairs |
| 20 | Sunroof Fitting | 52 | Turbocharger Repairs |
| 21 | Air-conditioning Fitting | 53 | Prop shaft Repairs |
| 22 | Panel beating (Auto Body Repairs) | 54 | CV Joint Repairs |
| 23 | Spray Painting | 55 | Motor Plastic Component Repairs |
| 24 | Upholstering | 56 | Fibre Glass Component Manufacture, Repairs and Sales |
| 25 | Vehicle Body Building | 57 | Car, truck and Bus Rentals |
| 26 | Trailer Manufacturing | 58 | Towing Service |
| 27 | Vehicle Component Manufacturing | 59 | Labour Broking |
| 28 | Accessory Manufacturing | 60 | Other |
| 29 | Automotive Engineering | 61 | Bus Sales and Repairs |
| 30 | Armature Reconditioning | 62 | Truck Sales and Repairs |
| 31 | Brake Reconditioning | 63 | Glass Fitting |
| 32 | Clutch Reconditioning | 64 | Carburettor Sales and Repairs |



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Postal Code	<input type="text"/>	Alternative No.	<input type="text"/>
Employee Signature	<input type="text"/>	Date	<input type="text"/>

With this signature, I declare that I am authorised to confirm that the contents of this document are both true and correct

The Pension Fund Act no. 24 of 1956 Section 13A, Regulation 33, requires us to process your personal information. We consider the grounds listed below to be relevant:

- 1 That by signing these registration forms, you give consent to us to use your personal information in a certain way
- 2 Where necessary so that we can comply with the Legal Obligation to which we are subject (for example where we are obliged to share your personal information with the regulatory bodies which govern our work and services including the Funds I.e. Motor Industry Retirement Funds MIRF, that we are contracted to, which extend to MIFA as an administrator governing the investment of provident Fund monies that we collect monthly on behalf of MIRF), the FSCA, LABOUR DEPARTMENT
- 3 Where necessary for the performance of a contract to which we are a party, or to take steps at your request via enforcement processes. Or to take steps where there are non-compliance.
- 4 Where it is your or someone else's vital interest (in case of emergency and your Family member as authorised in writing, needs to act on your behalf)

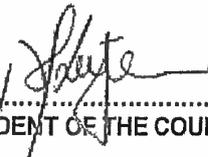
This is to allow us to comply with POPI act 4. Of 2013, in terms of handling of personal information. We therefore consider your privacy very important and as such please visit our website at www.mibco.org.za for further details, where you can view our Privacy Policy on how we protect and process your data.

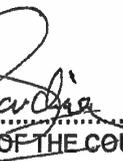


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TO BE SIGNED BY THE OWNER, MEMBER, A PARTNER OR DIRECTOR OF THE FIRM

SIGNED AT RANDBURG ON BEHALF OF THE PARTIES THIS 23rd DAY OF JANUARY 2023.


..... M. KEYTER
PRESIDENT OF THE COUNCIL


..... L. BOUCHIER
VICE- PRESIDENT OF THE COUNCIL


..... L. LEDWABA
GENERAL SECRETARY

DEPARTMENT OF EMPLOYMENT AND LABOUR

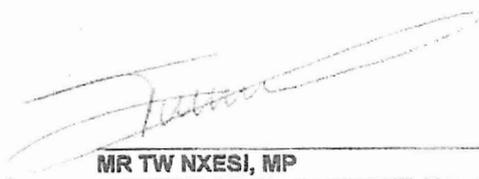
NO. R. 3226

31 March 2023

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE MOTOR INDUSTRY - MIBCO: EXTENSION TO
NON-PARTIES OF THE MAIN COLLECTIVE AGREEMENT

I, THEMBELANI WALTERMADE NXESI, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Motor Industry Bargaining Council - MIBCO and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 2025.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 18/02/2023

UMNYANGO WEZEMISEBENZI NEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI
EMBONINI YEZIMOTO: UKWELULWA KWESIVUMELWANO SABAQASHI
NABASEBENZI NESIYINGQIKITHI SELULELWA KULABO ABANGEYONA INGXE
NYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe WezemiSebenzi Nezabasebenzi, lapha ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa eMkhandlwini Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Bemboni Yezimoto, futhi ngokwesigaba 31 soMthetho Wezobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyo Mboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso kuze kube mhlaka 31 kuNcwaba 2025.


MNUMZANE TW NXESI, MP
UNGGONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 18/03/2023

SCHEDULE**MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO****MAIN COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act 66 of 1995 as amended, made and entered into by and between the

Fuel Retailers Association - FRA

and the

Retail Motor Industry Organisation - RMI

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

National Union of Metalworkers of South Africa - NUMSA

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being parties to the Motor Industry Bargaining Council - MIBCO



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**PROVISIONS APPLICABLE TO ALL ESTABLISHMENTS IN THE
INDUSTRY**

PREAMBLE

1. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Employment and Labour in terms of section 32 of the Act, and shall remain in force until 31 August 2025.

2. CENTRALIZED BARGAINING

Bargaining within the Motor Industry, as defined in the Main Collective Agreement, takes place at centralized level. There shall be no two-tier bargaining on any matter of mutual interest, other than in Sector 6 where the Parties may engage in plant level negotiations on actual wages.

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

The Parties agree that whenever any amendments are effective to the Sections identified by Section 49(1), the National Wage Threshold of the Basic Conditions of Employment Act (Act No. 75 of 1997), as amended, and the National Minimum Wage Act, (Act No. 09 of 2018), as amended, at any given time, subject to a notice published by the Minister of Employment and Labour in a Government Gazette and all corresponding clauses in this Agreement must be amended accordingly.

4. PEACE CLAUSE

4.1. The Parties agree not to embark on and/or participate in any form of industrial action as a result of any dispute on wage and/or salary adjustments and other conditions of employment relating to any sector or chapter in this Agreement: Provided that an employer has implemented the wage and/or salary adjustments and other agreed conditions of employment matters on or before promulgation. Participation in any form of industrial action after the date of the settlement Agreement until 31 August 2025 shall be unprotected.



4.2. Provided further, that Bargaining within the Motor Industry, as defined in the Main Collective Agreement, takes place at centralized level. There shall be no two-tier bargaining on any matter of mutual interest, other than in Sector 6 where the Parties may engage in plant level negotiations on actual wages which negotiations shall be governed by the provisions of the LRA and shall not be conducted under the auspices of MIBCO. In particular, this clause shall not impact on the DRC jurisdiction to entertain disputes referred to it, arising out of such negotiations at plant level in respect of Sector 6 establishments.

5. TRAINING LAY-OFF SCHEME

The parties recognize the challenges with regards to the current practice of closure or partial closure of the business environment with the effect of Employees being put on short time and/or unpaid leave. The parties agree to continue exploring the expansion of the training layoff scheme to all incidences of short time. This under the auspices of the CCMA and the Department of Employment and Labour.

6. EQUAL WORK FOR EQUAL PAY

The Parties shall comply with the 'equal work for equal pay' clauses of the Employment Equity Act.

DIVISION A

CLAUSE 1: SCOPE OF APPLICATION

1. The terms of this Agreement shall be observed by all employers and employees in the registered scope of the Council;
 - (a) in the Republic of South Africa,
 - (i) by the employers and the employees in the Motor Industry who are members of the employers' organisations and/or the trade unions respectively; and
 - (ii) by non-parties, to the extent that the Minister of Employment and Labour has granted an extension of this agreement to non- parties in terms of section 32 of the LRA.
 - (b) excluding those in terms Section 2 of the LRA:
 - (i) the National Defence Force;



- (ii) the National Intelligence Agency; and
 - (iii) the South African Secret Service.
2. Notwithstanding the provisions of sub-clause (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 Skills Development Act, 1998, and learners in terms of Chapter IV of the Skills Development Act. No. 97 of 1998 as amended; and
 - (b) trainees undergoing training under the Skills Development Act 97 of 1998 as amended only in so far as they are not inconsistent with the provisions of any conditions fixed under that Act.
3. **National Wage Threshold:**
- (a) Notwithstanding the provisions of sub-clauses (1) and (2), the provisions of the Agreement as set out in the Schedule to this sub-clause shall apply only to employees for as long as their weekly or monthly remuneration, excluding commission on sales, exceeds the National Wage Threshold as determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act.

SCHEDULE

ADMINISTRATIVE AGREEMENT

- Clause 7 - Deductions from Earnings
- Clause 15 - Employees' Representatives on the Council
- Clause 16 - Prohibition of Cession of Benefits

MAIN AGREEMENT - DIVISION A

- Clause 2 - Definitions
- Clause 3.8 - Payment of Earnings
- Clause 3.9 - Deductions from Earnings
- Clause 3.11 - Piece Work
- Clause 3.12 - Commission Work
- Clause 3.14 - Travelling Allowances
- Clause 5.1 - Leave
- Clause 5.2 - Sick Leave
- Clause 5.3 - Maternity Leave
- Clause 5.4 - Other Parental Leave
- Clause 7.1 - Termination of Service
- Clause 7.3 - Retrenchment Pay



Clause 7.4	-	Desertion
Clause 7.5	-	Certificate of Service
Clause 9.1	-	Outwork
Clause 9.3	-	Damage and/or Loss of Property or Assets
Clause 9.6	-	Public Holidays

- (b) Notwithstanding the provision of sub-clause (3)(a) of this clause or any other provisions to the contrary, employees earning in excess of the National Wage Threshold as determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act.
- (c) For the period from the date of implementation of the National Wage Threshold as determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act, excluding commission on sales, shall not be required to work overtime other than on a voluntary basis, free from any form of coercion, intimidation or victimisation.
4. Notwithstanding the provisions of sub-clause (3) of this clause, the provisions of clause 13 of the Administrative Agreement shall apply to employees who are members of the National Union of Metalworkers of South Africa or MISA, regardless of their earnings.
5. The provisions of clause 6.1 (1) of this Division shall be applicable to all employees, excluding commission on sales, receiving up to –
- (a) For weekly earners –
- is the sum of the published National Wage Threshold divided by 52 or 53 (weeks), whichever is applicable;
- (b) For monthly earners –
- is the sum of the published National Wage Threshold divided by 12 (months);
6. Clause 1 of the Preamble and Clause 1(1)(a) of Division A, shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively, to the extent that the Minister of Employment and Labour has not granted an extension of this agreement to non-parties in terms of section 32 of the LRA.



CLAUSE 2: DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act 66 of 1995 as amended, shall have the same meaning as in that Act, any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females; further, unless inconsistent with the context -

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

“accountant” (Division B) means an employee who is exclusively responsible for producing, finalising and submitting a full set of annual financial statements for an establishment registered in the Motor Industry.

“Act” means the Labour Relations Act, 1995 (Act 66 of 1995) as amended.

“Administrative Agreement” means the Agreement entered into between the parties for the administration of the Council as published in terms of a Government Gazette and any subsequent renewals and/or amendments thereto.

“apprentice” means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Skills Development Act 97 of 1998, as amended, and includes a minor employed on probation in terms of that Act as well as a learner in terms of Chapter IV of the Skills Development Act, 97 of 1998 as amended.

“Areas” means –

“Magisterial District” means a district created in terms of Section 2 of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944); and

“Municipal Area” means a municipal area determined in terms of the Local Government : Municipal Demarcation Act, 1998 (Act No. 27 of 1998):

(1) **“Area Eastern Cape (EC)”** means the –

- (a) **Magisterial Districts** of Aberdeen, Adelaide, Albany, Albert, Alexandria, Alice, Aliwal North, Barkly East, Bathurst, Bedford, Bhisho, Calittdorp, Cathcart, Centane, Cofimvaba, Colesberg, Cradock, Elliot, Engcobo, Fort Beaufort, Fort Hare; Gatyana; Gcuwa / Butterworth; George, Gqeberha, Graaff-Reinet, Hankey, Hanover, Hewu/ Sada; Hofmeyr, Humansdorp, Idutywa; Indwe, Jansenville, Joubertina, Kalanga Cala, Kariega, Kirkwood, Knysna, Komani, Komga, Kwa bhaca, Makhanda / Mount Frere, Lady Grey, Libode, Lusikisiki, Maclear, Middelburg (C.P.), Mdantsane,

Middledrift / Keiskamma Hoek, Makhanda, Molteno, Mosselbay, Mount Fletcher, Mpofu / Seymore, Mquanduli, Murraysburg, Ngqeleni, Noupoot, Nqamakwe, Oudtshoorn, Pearston, Peddie, Qonce, Qumbu, Siphagenu / Flagstaff, Somerset East, Sterkstroom, Steynsburg, Steytlerville, Stockenström, Stutterheim, Tabankulu, Tarkastad; Tsolo, Tsomo, Umtata, Umzimvubo/ Port St Johns, Uniondale, Venterstad, Willowmore, Whittlesea, Wodehouse Xhora, Zwelitsha and Zwentsha; and

(b) **Municipal areas** of Despatch, Gqeberha and Kariega.

(2) **“Areas Free State & Northern Cape (FS & NC)”** means –

(a) **Magisterial Districts** of Barkly West, Bloemfontein, Bloemhof, Britstown, Christiana, De Aar, Ganyesa, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Ntshu, Phillipstown, Postmasburg, Prieska, Schweizer Reneke, Taung, Thaba, Upington, Vryburg and Warrenton, Witsieshoek/Phuthaditjhaba; and

(b) **Municipal areas** of Kimberley and Welkom.

(3) **“Area KwaZulu-Natal (KZN)”** means –

(a) **Magisterial Districts** of Amajuba District; eThekweni Metropolitan; Harry Gwala District; iLembe District; King Cetshwayo District; Ugu District; uMgungundlovu District; uMkhanyakude District; uMzinyathi District; uThukela District; Zululand District, and

(b) **Municipal areas** of AbaQulusi, Alfred Duma, Big 5 Hlabisa, City of uMhlathuze, Dannhauser, Dr Nkosazana Dlamini Zuma, eDumbe, eMadlangeni, Endumeni, eThekweni, Greater Kokstad, Impendle, Inkosi Langalibalele, Jozini, KwaDukuza, Mandeni, Maphumulo, Mkhambathini, Mpofana, Msunduzi, Mthonjaneni, Mtubatuba, Ndwedwe Local, Newcastle, Nkandla, Nongoma, Nquthu, Okhahlamba, Ray Nkonyeni, Richmond, Ubuhlebezwe, Ulundi, Umdoni, uMfolozi, uMhlabuyalingana, uMlalazi, uMshwathi, uMngeni, uMsinga, Umuziwabantu, Umvoti, Umzimkhulu, Umzumba, uPhongolo.

(4) **“Area Highveld (HVL)”** means –

(a) **Magisterial Districts** of Amersfoort, Amsterdam, Balfour, Bethal, Breyten, Coligny, Davel, Delareyville, Delmas, Ditsobotla, Ermelo, Fochville, Heidelberg, Lichtenburg, Nigel, Orkney, Ottosdal, Piet Retief, Standerton, Stilfontein, Volksrust, Wolmaransstad, Wakkerstroom, and the municipal areas of Amalia, Armadene, Bank, Biesiesvlei, Bosfontein, Claudina, Chrissiesmeer, Dasville, De Deur, Devon, Ebner-on-Vaal, Eendracht, Eikenhof, Eloff, Evander, Evaton, Glenharvie, Gollel, Grasmere, Greylingstad, Grootvlei, Hartebeesfontein, Hekpoort, Holmdene, Kinross, Klipdrift,

Kliprivier, Klipvalley, Leeudoringstad, Leslie, Lothair, Magaliesberg, Makokskraal, Makwassie, Migdol, Molopo/Mahikeng, Moolman, Moosrivier, Morgenzenon, Muldersdrift, Oberholzer, Paardekraal, Perdekop, Plat Rand, Randfontein, Redan, Residensia, Rykaartspas, Sannieshof, Setla-kgobi, Sundra, Sebokeng, Trichardt, Val, Van Wyksrust, Venterspost, Vermaas, Walkerville, Welbekend, Welverdiend, Westonaria, Zuurbekom; and

- (b) **Municipal areas** of, Alberton, Bedfordview, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Gauteng), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Meyerton, Midrand, Nigel, Potchefstroom, Randburg, Roodepoort-Maraisburg, Sandton, Sasolburg, Springs, Vanderbijlpark and Vereeniging;

(5) **“Area Northern Region (NR)”** means –

- (a) **Magisterial Districts** of Akasia, Barberton, Belfast, Bochum, Bolobedu, Brits, Bronkhorstspuit, Carolina, Centurion, Cullinan, Dzanani, Eerstehoek/Badplaas, Ellisras, Ga-Rankuwa, Giyani, Groblersdal, Hlanganani, Koster, KwaMhlanga, Letaba (includes Tzaneen), Lulekani, Madikwe, Lydenburg, Malamulela, Mankweng, Mapulaneng, Marico (includes Zeerust), Mdibana, Mdujiana, Messina, Mhala, Middelburg (Mpumalanga), Mkobola, Mokerong, Moretele, Moutse, Mutali, Namakgale, Naphuno, Nebo, Nelspruit, Nkomazi, Nsikazi, Phalaborwa, Pilgrims Rest (includes Graskop and Sabie), Piet Retief, Polokwane, Pretoria, Ritai, Rustenburg, Segosese, Sekhukhuneland, Seshego, Sibasa, Soshanguve, Soutpansberg (includes Louis Trichardt), Swartruggens, Temba, Thabamopo, Thabazimbi, Thoyandou, Vuwani, Warmbaths, Waterval Boven, Witbank, White River and Waterberg (includes Nylstroom).

(6) **“Area Western Cape (WP)”** means –

- (a) **Magisterial Districts** of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Fraserburg, Goodwood, Heidelberg (C.P.), Hermanus, Hopefield, Kuils River, Ladismith, Laingsburg, Malmesbury, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Alfred, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape and Wynberg, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston and Worcester; and
- (b) **Municipal areas** of Paarl, Somerset West, Stellenbosch and Strand.

“armature winder” (grade 5 employee) (**Chapter V**) means an employee who is mainly or exclusively engaged on any of the operations involved in the reconditioning or the rewinding of field coils, armatures and/or alternator rotors and stators, other than the final testing of these components or the skimming of

commutators (this means the final testing and skimming remain part of a artisan's work).

“Artisan” (All Chapters) means a person who performs artisan's work and who –

1. has served an apprenticeship in a designated trade in accordance with the requirements of the Skills Development Act 97 of 1998 as amended, or in accordance with a written contract approved by any Regional Council; or
2. is in possession of a Grade A membership card issued by MISA or the National Union of Metalworkers of South Africa; or
3. is in possession of a certificate issued to him in terms of the Skills Development Act 97 of 1998 as amended; or
4. is in possession of an identity card issued by the Regional Council.

“Artisanal work” means work in any designated trade (in terms of the Skills Development Act 97 of 1998 as amended), in connection with the activities covered by the definition of 'Motor Industry' and as used in Division A, Clause 2, 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 an artisan.

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

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

[**Note** - The number of auto-electrician's assistants that may be employed in any one establishment is governed by the ratio provisions of clause 3 of Division C, Chapter I].

“automotive engineering establishment” means an establishment or clearly defined part of an establishment in which the main exclusive activity is automotive engineering including re-machining.

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

1. Steam cleaning of chassis/or engines;



2. Washing and/or polishing of the exterior/body;
3. Vacuuming and/or cleaning of upholstery and/or interior;
4. Painting and/or polishing of tyres; and
5. Driving and/or parking of vehicles on premises of a valet establishment.

“battery repairer” (grade 3 employee) (**Chapter I**) means an employee employed in a battery reconditioning, repairing and/or servicing establishment and who mainly or exclusively diagnoses battery faults and/or repairs, dismantles, re-plates, reassembles and/or reinsulates batteries.

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

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

1. removes and/or replaces, without making final electrical connections:
 - Parts and units from motor vehicles, tractors, agricultural machinery and equipment and/or attachments thereof;
 - alternators;
 - bodies;
 - body badges, boot lids and tailgates;
 - body mouldings;
 - bonnets;
 - brake drums; except where the drum and hub are one complete unit;
 - bulbs;
 - bumpers;
 - cables, excluding electrical cables;
 - cable linkages;
 - cabs;
 - carburettors;
 - clutch cylinders;



- clutch plates;
- coil springs;
- cooling systems, excluding air-conditioning;
- cylinder heads, without torquing;
- doors, excluding the final adjustments;
- door handles;
- drive shafts, excluding front-wheel drives;
- engine assemblies;
- engine mountings;
- engine mud trays;
- exhaust lines, where no modification is required;
- exhaust systems;
- floor boards;
- floor covers;
- flywheel covers, detachable;
- fuel pipes;
- fuel pumps, excluding injector pumps;
- fuel tanks;
- gearbox assemblies;
- gearbox mountings;
- glass, other than rear lights;
- gravel pans;
- grills;
- handrail brackets;
- head-linings;
- heaters;
- lamps;
- manifolds;



- mudguards;
 - non-electrical aerials;
 - non-electrical sunroofs;
 - oil strainers;
 - panels exterior or interior, and fittings other than where welded;
 - pressure plates;
 - propeller shafts;
 - radiators;
 - radiator plugs;
 - radios and tape recorders, excluding the final electrical connections;
 - rear body lights;
 - running boards;
 - seats;
 - self-starters;
 - shells;
 - shock absorbers;
 - springs, leaf, front and rear;
 - striker plates;
 - valances;
 - water hoses;
 - window frames;
 - window winders, manual;
2. removes and/or without the use of hand tools repositions and hand tightens rear axle housing assemblies;
3. removes but does not replace:
- Aerials;
 - complete front axle assemblies;
 - dashboard component parts;
 - doors;



- exterior panels where welded on;
 - front-wheel suspensions;
 - glass;
 - springs, front coils or wishbone type;
 - steering assemblies;
 - sunroofs;
 - tow-bars and plug-in wiring units;
4. in relation to any vehicle, repairs body leaks by filling, and engine differential and gearbox leaks by tightening;
 5. balances wheels with any machine made to balance wheels off the vehicle;
 6. applies body fillers or other materials, welds and grinds metals where necessary, and applies primer of any colour to the exterior or interior of motor vehicles;
 7. strips springs which have been removed from vehicles;
 8. drills holes to templates;
 9. fits safety belts to vehicles where anchor points exist;
 10. fits loose seat covers when no alteration to them is necessary;
 11. cuts away damaged body parts by means of impact cutter, hand or air operated, or with hacksaw, under the direction of a artisan;
 12. applies by brush, spray gun, aerosol dispenser or other means dye, paints, varnish, lacquer or other protective coatings to engines and/or any components or accessories mounted within the engine compartment, or to floor mats, seat surfaces, luggage compartments or side-kick plates;
 13. fitting of front and rear windshields;
 14. removing and/or replacing:
 - alarms;
 - dashboard component parts;
 - electric windows;
 - immobilisers;
 - locks;
 - plug-in wiring units;



- radios;
- self-locking units;
- side glasses;
- tow bars:

15. blends paint colour by means of predetermined formulae.

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

[Note - The number of body shop assistants that may be employed in any one establishment is governed by the ratio provisions of clause 3 of Chapter I, Division C];

“bookkeeper” (Division B) means an employee exclusively responsible for preparing and maintaining books of accounts, i.e. cash books, ledgers and journals, and balancing same up to trial balance stage only.

“brake drum skimmer” (grade 5 employee) (Chapter V) means an employee who mainly or exclusively machines brake drums and/or discs and/or flywheels and who uses measuring instruments and/or may set and adjust lathes for this purpose.

“cashier” (grade 2 employee) means an employee employed at a service station who mainly or exclusively handles cash or card payments or purchases relating to the forecourt, convenient store, car wash attached to the business of a filling station on a regular basis and is solely responsible for the balancing of financial transactions at the end of the shift inclusive of any drop safe activities.

“casual employee” means any employee who is temporarily or casually employed by the same employer –

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

“Chapter I establishment” means an establishment which is not registered under either Chapter II, III, IV or V of Division C of this Agreement.

“Chapter II establishment” means a vehicle body building establishment registered as such in terms of Chapter II of Division C of this Agreement.

“Chapter III establishment” means a component manufacturing establishment, registered as such in terms of Chapter III of Division C of this Agreement.

“Chapter IV establishment” means an automotive engineering establishment, registered as such in

terms of Chapter IV of Division C of this Agreement.

“Chapter V establishment” means a component reconditioning establishment, registered as such in terms of Chapter V of Division C of this Agreement.

“char” (grade 1 employee) (**All Chapters**) means an employee mainly or exclusively employed in any one or more of the following duties –

1. Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;
2. dusting of vehicles;
3. franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;
4. making and/or serving tea or similar beverages;
5. preparing food for staff members and for sale to the public;
6. washing, waxing and vacuuming motor vehicles in all establishments, including registered Auto Valet establishments;
7. polishing motor vehicles by hand.

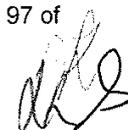
“chopper out” (grade 3 employee) (**Chapter III**) means an employee mainly or exclusively engaged under the supervision of a cutter in laying out trimming and upholstery materials, copying identification marks and patterns onto such materials, chalking or marking in the outlines of articles from patterns and cutting by hand or machine one or more layers of material according to the outlines so chalked or marked in.

“clerical/office employee” (**Division B**) means an employee in an office who is mainly or exclusively engaged in clerical and/or administrative work such as writing and/or typing and/or operating a computer and includes storekeepers, timekeepers and telephone operators.

“clutch and brake operative” (grade 6 employee) (**Chapter I**) means an employee mainly or exclusively engaged on –

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

“clutch cover assembly setter” (grade 5 employee) (**Chapter V**) means an employee who under the supervision of a artisan or apprentice or trainee registered in terms of the Skills Development Act 97 of



1998 as amended is mainly or exclusively engaged in the following duties in an establishment registered in terms of Chapter V of Division C of this Agreement:

Assembly of clutch cover assemblies, including final adjustments to specifications and the use of measuring instruments.

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

“Council” means the Motor Industry Bargaining Council - MIBCO registered in terms of section 29 of the Act.

“cutter” (grade 4 employee) (**Chapter III**) means an employee mainly or exclusively engaged in making patterns or templates.

“diesel pump room assistant” (grade 5 employee) (**Division C, Chapter I, Clause 3 (4)**) means an employee engaged mainly or exclusively on –

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

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

“Division A” means the provisions applicable to the Motor Industry, other than those specifically applicable to office, stores, sales, clerical employees and Division D.

“Division B” means the scope of application and wage provisions applicable to office, stores, sales and clerical employees, other than those specifically applicable to Division D.

“Division C” means the scope of application, wage, employee or ratio provisions applicable to all Chapters, other than those specifically applicable to Division B and D.

“Division D” means preferential provisions specific to certain job grades, Sectors or Chapters.

“driver motorcycle and/or scooter” (Grade 2 employee) (**All Chapters**) means an employee who mainly or exclusively drives motorcycles and/or scooters.

“driver light vehicle” (Grade 3 employee) (**All Chapters**) means an employee who mainly or exclusively drives motor vehicles with a gross vehicle mass of up to 3 500 kg, including forklifts and tractors.



“driver heavy vehicle” (Grade 5 employee) (**All Chapters**) means an employee who mainly or exclusively drives motor vehicles with a gross vehicle mass of over 3 500 kg.

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

“emergency work” means work –

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

“employee”, means any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

“employer” means any person who employs or provides work for any person and remunerates that person or expressly undertakes to remunerate him, but excludes a labour broker as defined in Section 1 (1) of the LRA.

“establishment” means any premises or part thereof wherein or whereon the industry, or any part thereof, as defined in this Agreement, is carried on.

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

“exempted artisan” (grade 7 employee) (**Chapter II**) means an employee who is employed in a registered vehicle body building establishment and who is engaged mainly or exclusively on aspects of artisanal work under licence of exemption.



“experiential student” means an employee employed by a work place in order to provide him with workplace based experiential learning; provided –

1. records are kept by the employer;
2. first year apprentice wages are paid;
3. student must submit proof of registration at an educational institution;
4. employer has SETA accreditation;
5. employment will be limited to a twelve month period provided it is related to the individual’s studies or curriculum; and
6. Student is registered with the Council from the date the employee commences with duties in the workplace.

“filling and/or service station” means an establishment or that part of an establishment used mainly or exclusively for the retail sale of fuel and/or oil and/or for the lubricating and/or washing and/or polishing of motor vehicles including ancillary activities forming part of a filling station linked to the convenience store environment inclusive of the preparing, serving and selling of food/beverages to customers but excluding activities of separately registered establishments whose sole activities relates to the restaurant, tea room and catering environment.

“forecourt attendant” (grade 1 employee) (**Chapter I**) means an employee who in a filling and/or service station mainly or exclusively performs any of the following duties –

1. Attending to the parking of vehicles;
2. checking for oil leaks, but only during the process of oiling and greasing;
3. compiling oil sheets for vehicles which are to be lubricated;
4. connecting and disconnecting batteries;
5. draining oil sumps;
6. dusting vehicles;
7. filling batteries in connection with charging operations, bottles or other containers for stock;
8. differentials, fuel tanks, gear boxes, master cylinders, oil sumps, radiators and steering boxes;
9. filling in, by brush, with ready mixed paint small chip marks or scratches on vehicle bodies;
10. fitting, removing and/or replacing batteries, grease nipples, tyres, tubes, rims and road wheels;
11. handling money;
12. inflating tyres and tubes;
13. issuing parking tickets;



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

"foreign national" means an individual who is not a South African citizen or does not have a permanent residence permit issued in terms of the Immigration Act, 2002, as amended (Act No. 13 of 2002), as amended.

"general operative" (grade 2 employee) (**Chapter II**) means, in relation to a vehicle body building establishment, an employee who may in addition to the duties enumerated in the definition of "General Worker" also perform any of the following duties –

1. Applying and/or wiping on metals and/or materials;
2. applying ready mixed paint to equipment, fixtures or plant which is not for sale;
3. assembling articles and/or components where no fitting is required;
4. assisting a artisan or an apprentice of not less than one year's experience in the installation and/or stapling into position of electric cables for interior lighting or fittings, or assisting with the fixing of self-aligning dies in the setting of machines;
5. baring wires and fixing cable ends;



6. cutting fibreglass parts to patterns or templates;
7. cutting or shearing metal or other materials with a hack or circular saw or friction cutter to stops or jigs or to markings on materials made by a artisan, apprentice with not more than four years to serve, or an operative, grade CV;
8. bending and/or forming with special-purpose machines, jigs or templates - by hand or machine - but not setting up of machine;
9. dipping in enamels and/or paint;
10. drilling, other than precision work;
11. fitting glass by means of self-sealing sections;
12. inserting and/or tightening and/or loosening body-holding-down bolts and/or seat-fixing bolts;
13. making parts from pre-mixed plastic materials and fibreglass in preformed moulds;
14. marking off;
15. pressing and/or notching to stops, jigs, dies or templates - by hand or machine - but excluding the setting of jigs or dies;
16. punching by hand or machine to pre-set stops, marks, jigs or to templates under the supervision of a artisan or an apprentice of not less than one year's experience;
17. rivet striking;
18. rough cutting of materials with any power or hand-operated cutting device, excluding a power guillotine, after the materials have been marked out by a artisan, apprentice with not more than four years to serve, or an operative, grade CV;
19. screwing and/or tapping by means of screwing or tapping machines or attachments;
20. spot or resistance welding on subassembly work with components in special-purpose jigs or fixtures;
21. threading of bolts or tapping of holes or nuts by hand;
22. using pre-set oxy-acetylene for rough cutting.

“general worker” (grade 2 employee) (Chapters I, III, IV & V) means –

- A. in relation to all establishments, an employee who is mainly or exclusively engaged on any of the following duties:
 1. Accepting written orders in return for goods delivered outside the employer's premises;
 2. accompanying a traveller on his journey and assisting in driving and in packing, unpacking and displaying of samples;



3. affixing printed or ready addressed labels on to bottles, boxes, bales or other packages;
4. applying adhesives, belt dressing, deadener materials or anti-corrosive coatings (excluding primer, surfaces and finishing coats), putty, sealing compounds for purposes of dust-proofing and/or water-proofing;
5. applying and removing sash clamps, G-clamps, toggle clamps and battery hold-down clamps;
6. assembling and/or repairing motor-assisted pedal cycles and
7. pedal-assisted motor cycles;
8. assembling, packing and mass-measuring goods in accordance with instructions and/or packing slips;
9. assisting on delivery vans;
10. attending to boilers;
11. attending to the parking of vehicles;
12. carrying goods;
13. cementing tyres;
14. checking and/or recording identification marks on goods;
15. cleaning and placing diesel pumps on workbenches for repair;
16. cleaning by hand, brush, machine or pickling, or degreasing;
17. cleaning moulds;
18. closing or opening bales, boxes or other packages;
19. collecting spares on employer's requisition;
20. compounding in connection with the painting of motor vehicles;
21. conveying on foot, by bicycle, tricycle, or hand-propelled vehicle, goods, letters or messages;
22. cooking of rations;
23. counting and recording the result;
24. cutting tyres;
25. digging and/or removing the soil for foundations, drains and trenches;
26. dismantling scrap motor vehicles, other than the stripping of engines;
27. emptying containers;



28. extracting battery cells for inspection;
29. filing of body filling, solder, welding and old paint from parts under repair and adjacent parts, solder or welding on new parts and of sheet metal which has been panel beaten;
30. filing and sorting of standard printed forms into alphabetical,
31. numerical, date, colour or commodity order;
32. firing and loading ovens and furnaces and removing refuse from furnaces;
33. fitting and/or removing curing tubes and/or sectional bags to and from tyres and placing tyres in moulds thereafter;
34. fitting and/or removing registration number plates to and from vehicles;
35. franking mail matter;
36. gardening;
37. greasing and oiling machinery, including lathes and overhead shafting, while stationary;
38. handling moneys;
39. holding parts, materials and/or tools and placing parts and materials into position under the supervision of an employee in a higher wage group;
40. issuing materials previously recorded by storekeepers;
41. issuing and/or receiving tools and/or equipment to and from tool room and maintaining a record thereof;
42. issuing goods from workshop store to workshop personnel and recording same;
43. issuing parking tickets;
44. loading and unloading vehicles;
45. making crates;
46. marking and/or stencilling packages and/or parts with brush or spray-gun or rubber stamps;
47. masking;
48. mass-measuring and recording the result;
49. mixing, by hand or machine, materials, including concrete and mortar, but excluding colour blending and fibre glass constituents;
50. moving and/or stacking and/or unpacking goods;



51. operating goods lifts and letter copying or duplicating machines;
52. operating a passenger lift;
53. painting buildings, fences, plant and equipment for maintenance purposes only;
54. painting, by brush and/or gun, axles, brake drums, brake shoes, chassis and undersides of vehicle bodies and of trailers;
55. painting by brush front and rear bumpers, wheels of commercial vehicles or bus chassis;
56. polishing vehicles;
57. receiving money from customers and giving change;
58. rough water-proofing paint on canvas;
59. rough stuff to inside of vehicle bodies;
60. painting pallets;
61. polishing by hand or machine in connection with the painting of motor vehicles;
62. polishing moulds;
63. preparing food for cooking;
64. pre-treating metal by chemical process in panel-beating establishments;
65. recording and/or checking identification marks on goods and
66. registration numbers of vehicles;
67. recording on bin cards;
68. recording items on a pre-printed check list to workshop;
69. removing clip-on body mouldings;
70. removing pitch from batteries;
71. repairing curing tubes and sectional bags;
72. repairing pallets;
73. rough cutting;
74. rubbing down of filling, primer and putty;
75. sand or shot blasting;
76. sandpapering;
77. screwing down moulds;
78. sealing batteries;



79. selecting and placing goods into bins;
80. smelting of shavings into ingot forms;
81. sorting goods and recording the result;
82. stirring materials;
83. stripping tyres;
84. teasing coir and horsehair;
85. trimming tyres;
86. truing spoke wheels;
87. washing and polishing motor vehicles;
88. waxing moulds;
89. wrapping of goods;
90. writing of addresses copied from invoices or packing slips;
91. removing but not replacing –
 - (a) alternators;
 - (b) body badges;
 - (c) body mouldings;
 - (d) bonnets;
 - (e) bulbs;
 - (f) bumpers;
 - (g) cables - excluding electrical cable levers;
 - (h) doors;
 - (i) door handles;
 - (j) engine mud trays;
 - (k) generators;
 - (l) damaged glass;
 - (m) gravel pans;
 - (n) grills;
 - (o) lamps;
 - (p) oil filters or strainers and the cleaning thereof;



- (q) rear body lights;
 - (r) running boards;
 - (s) seats;
 - (t) self starters;
 - (u) shock absorbers, excluding struts;
 - (v) striker plates;
 - (w) sump nuts and bolts;
 - (x) valve covers.
92. applying protective coating to engines, components or accessories mounted within the engine compartment and to floor mats, seat surfaces, luggage compartments or side-kick plates;
93. fitting loose seat covers when no alteration is required to them;
94. removing paint and preparing surface for repainting, excluding the application of lead filler;
95. mixing by hand or machine, materials, including concrete, mortar and fibre glass constituents, but excluding colour blending;
96. fitting, removing and/or replacing batteries, grease nipples, tyres, tubes, rims and road wheels;
97. inflating tyres and tubes;
98. lowering and/or raising motor vehicles by jack or hoist;
99. repairing punctures, including the fitting and reseating of tyre or inner tube valves;
- B. subject to the provisions of clause 9.2(2) of Division A which fixes the minimum weekly wage for driving vehicles, an employee who, in addition to performing any of the duties enumerated in paragraph A of this definition, may also drive vehicles;
- C. in relation to an establishment engaged exclusively in the business of motor graveyards and/or motor scrapyards, an employee who, in addition to performing any of the duties enumerated in paragraph A of this definition, may also strip engines other than for repair.

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

1. Char;
2. forecourt attendant;
3. parking garage attendant.



“grade 2 employee” means an employee employed in one or more of the following categories:

1. Cashier;
2. driver of motorcycle and scooter;
3. general operative;
4. general worker;
5. grade D employee;
6. vulcaniser's operative, without wheel balancing.

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

1. Battery repairer;
2. chopper out;
3. driver of motor vehicles with a gross vehicle mass of up to 3 500 kg, including forklifts and tractors;
4. new motor vehicle, motorcycle and tricycle assembler;
5. operative gearbox dismantler;
6. operative, grade 1;
7. operative, grade C;
8. scooter worker;
9. operative upholsterer grade-3;
10. seaming machinist grade-3.

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

1. Cutter;
2. operative exhaust fitter;
3. operative, grade 2;
4. operative, grade 3;
5. operative, grade AR;
6. operative, grade B;
7. operative, grade BR;
8. operative sunroof fitter;
9. operative upholsterer grade 4;



10. operative wheel balancer;
11. pattern cutter maker;
12. supervisor, grade 3;
13. vulcaniser's operative with wheel balancing.

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

1. Armature winder;
2. auto electrician's assistant;
3. body shop assistant;
4. brake drum skimmer;
5. clutch cover assembly setter;
6. diesel pump-room assistant;
7. driver of motor vehicles with a gross vehicle mass of over 3 500 kg;
8. motorcycle mechanic's assistant;
9. operative air-conditioner fitter;
10. operative, grade 4;
11. operative, grade 5;
12. operative, grade BV;
13. operative, grade CR;
14. operative, grade CV;
15. operative, grade DV;
16. operative radio/alarm fitter;
17. operative supervisor;
18. quality controller;
19. radiator repairer;
20. repair shop assistant;
21. seaming machinist grade-5
22. supervisor;
23. supervisor, grade 4;
24. tow-bar fitter (excluding electrical wiring).



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

1. clutch and brake operative;
2. machine setter;
3. operative, grade A;
4. senior quality controller;
5. supervisor, grade 5;
6. wheel alignment worker.

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

1. PR artisan;
2. exempted artisan;
3. operative engine assembler;
4. suspension fitter;
5. tow-bar fitter (including electrical wiring).

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

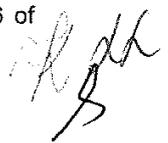
1. Artisan;
2. service supply salesman.

“grade D employee” (grade 2 employee) (**Chapter IV**) means an employee employed in a registered automotive engineering establishment who in addition to any of the duties enumerated in the definition of “General Worker” in clause 2(2) of Division A is permitted to perform the following –

1. Lapping of valves by hand after the valve and seat have been machined by an artisan or an operative grade A, B or C or by an apprentice or a trainee registered in terms of the Skills Development Act 97 of 1998 as amended;
2. painting of engines with protective paint;
3. mounting by securing and bolting engines and removing engines to and from dynamometers under supervision.

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

“Labour Relations Act (LRA)/ The Act” means the Labour Relations Act, 1995 (Act No. 66 of 1995), as amended.



“**machine-setter**” (grade 6 employee) (**Chapters II, III & V**) means an employee who adjusts and/or sets machine tools and presses, and who in addition sharpen and form grind tools.

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

“**Main Agreement**” means the agreement in which wages and other conditions of service are agreed for employees by the parties to the agreement in the Motor Industry.

“**marking off**” means the operation of marking any material from a pattern or template.

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

1. removes parts or units from motor cycles and scooters with two or more wheels;
2. replaces without making final electrical connections:
 - Bulbs;
 - cables, other than electrical cables, and without final adjustment;
 - commercial-type carriers, boxes and bodies;
 - control levers, without final adjustment;
 - crash bars;
 - cylinder heads, two-cycle engines only;
 - drive chains and sprockets, without final adjustment;
 - engine assemblies;
 - engine guard plates;
 - exhaust systems;
 - external covers -detachable;
 - footrests, front and rear;
 - fenders, front and rear, including mounting stays;
 - fuel tanks and pipes thereto;
 - front shock absorbers - detachable;
 - head lamp internal shells;
 - hooters;



- lamps;
 - licence holders;
 - oil coolers and pipes thereto;
 - oil filters and strainers and the cleaning thereof;
 - oil tanks and pipes thereto;
 - rear shock absorbers;
 - stands;
 - sump nuts and bolts;
 - switch assemblies
3. replaces -
- front fork assemblies;
 - frames;
 - commercial-type side-car assemblies;
4. applies protective coatings to engines and exhaust systems;
5. sets clocks to correct time;
6. balances wheels with any machine to balance wheels off the vehicle;
7. checks and reports on the operation of all electrical consumer points, direction indicators, locks and keys, windscreen wipers and washers;
8. assembles and/or strips units, other than engines, electrical fittings, telescopic forks, hydraulic shock absorbers and controls:

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

[**Note** - The number of motor cycle mechanic's assistants that may be employed in any one establishment is governed by the ratio provisions of clause 3 of Chapter I, Division C].

"Motor graveyard and/or motor scrapyard" means an establishment wherein motor vehicles are broken up and used spare parts obtained there from and wherein, whereon and wherefrom such used spare parts are sold either alone or in conjunction with new spare parts and/or accessories.

"Motor Industry" (or **"Industry"**), without in any way limiting the ordinary meaning of the expression and subject to the provisions of any demarcation determination made in terms of section 62 of the Labour Relations Act 66 of 1995 as amended, includes –

1. assembling, erecting, testing, remanufacturing, repairing, installing, adjusting, overhauling, wiring, re-wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with -
 - (a) chassis and/or bodies of motor vehicles;
 - (b) internal combustion engines and transmission components of motor vehicles;
 - (c) all electrical and electronic equipment and/or devices mainly or exclusively connected with motor vehicles;
2. automotive engineering;
3. auto valet establishments;
4. repairing, vulcanising and/or retreading tyres;
5. repairing, servicing and/or reconditioning batteries for motor vehicles;
6. the business of parking and/or storing motor vehicles;
7. the business conducted by filling and/or service stations including ancillary activities forming part of a filling station linked to the convenience store environment inclusive of the preparing, serving and selling of food/beverages to customers but excluding activities of separately registered establishments whose sole activities relates to the restaurant, tea room and catering environment.
8. the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or spares and/or accessories (whether new or used) pertaining thereto, whether or not such sale is conducted from premises which are attached to a portion of an establishment wherein is conducted the assembly of or repairs to motor vehicles;
9. the business of motor graveyards;
10. the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;
11. motor vehicle body building;
12. 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:
13. agricultural and irrigation equipment; and
14. tractors, except when undertaken by establishments substantially engaged in the sale and/or repair of other motor vehicles.

For the purposes of this definition –



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

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

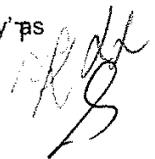
- (a) Steam cleaning of chassis/or engines;
- (b) Washing and/or polishing of the exterior/body;
- (c) Vacuuming and/or cleaning of upholstery and/or interior;
- (d) Painting and/or polishing of tyres; and
- (e) Driving and/or parking of vehicles on premises of a valet establishment.

“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 and shall not include any equipment designed to run on fixed tracks, on air crafts.

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

1. The construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;
2. 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;
3. fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;
4. coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;
5. equipping, furnishing and finishing off the interior of cabs and/or bodies and/or superstructure;
6. building of trailers, but not including the manufacture of wheels or axles therefor;
7. all operations incidental to or consequent upon the activities referred to in paragraphs (1), (2), (3), (4), (5) and (6).

For the purposes of this definition, ‘vehicle’ does not include an aircraft and ‘Motor Industry’ as



defined above does not include the following:

- (a) The manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for and normally producing metal and/or plastic goods of a different character on a substantial scale, or the sale of motor spare parts and accessories by assembly establishments from such establishments;
- (b) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar service in respect of motor cars, motor lorries or motor trucks
- (c) the manufacturing and/or maintenance and/or repair of -
 - (i) civil and mechanical engineering equipment, and/or parts thereof, whether or not mounted on wheels;
 - (ii) agricultural equipment or parts thereof; or
 - (iii) equipment designed for use in factories and/or workshops:
Provided that for the purposes of (i), (ii) and (iii), 'equipment' shall not be taken to mean motor cars, motor lorries and/or motor trucks;
 - (iv) motor vehicle or other vehicle bodies and/or superstructures and/or parts or components thereof made of steel plate of 3,175 mm thickness or thicker when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale;
- (d) assembly establishments which shall mean 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.

“motor vehicle sales person” (Division B) means an employee mainly or exclusively engaged in the selling of motor vehicles who, in addition to a wage as defined in this Agreement, is paid a commission on such sales.

“National Wage Threshold” means the wage threshold determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act.

“new motor vehicle, motor cycle and tricycle assembler” (grade 3 employee) (**Chapter I**) means an employee in any establishment who, in connection with the assembly of –

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

“office, stores, sales and clerical employees” (**Division B**) means employees for whom wages are prescribed in Division B of this Agreement.

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

“operative engine assembler” (grade 7 employee) (**Chapter IV**) means an employee in a registered automotive engineering establishment, who under the supervision of a artisan is engaged mainly or exclusively on the under mentioned activities relative to the complete assembly of internal combustion engines complete for installation –

1. Assembles engines;
2. dismantles and assembles fuel pumps;
3. dismantles and assembles oil pumps;
4. replaces bearings;
5. checks bearing fit, spread, crush and nip;
6. checks camshafts visually for wear;
7. in connection with connecting rods –
 - (a) checks clearances with gauges;
 - (b) assembles piston to connecting rod to crankshaft;
 - (c) assembles main connecting rod bearings and bushes;
 - (d) uses engine pre-lubricator;
 - (e) aligns rods and pistons;
8. cleans and inspects pistons, including ring groove inspection;



9. fits rings, oil and compression, on pistons;
10. in connection with crankshafts –
 - (a) removes connecting rods, pistons, crankshafts and main bearing caps;
11. cleans, inspects and checks:
 - (a) end play;
 - (b) thrust washers;
 - (c) flange bearings;
12. timing cover and rear main oil seal journal surface;
13. surfaces;
14. starter ring gears;
15. removes and replaces starter ring gears and/or flywheels;
16. removes from and replaces complete engines in motor vehicles and/or carries out repairs to engines only in motor vehicles including all final connections and/or adjustments and/or settings.

“operative exhaust fitter” (grade 4 employee) (**Chapter I**) means an employee mainly or exclusively engaged in –

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

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

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

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

“operative, grade 1” (grade 3 employee) (**Chapter III**) means an employee who is mainly or exclusively engaged on any of the following duties –

1. Annealing and tempering where controlled ovens and tanks are used;
2. assembling and fitting centre bolts and clips to springs;
3. assembling where no fitting is required;
4. baking armatures and field coils in oven;
5. baring wires and dipping in solder;
6. bending and/or forming by hand operation in special-purpose jigs or formers;
7. bonding brake shoes and clutch plates;
8. checking parts with go-no-go gauges and/or testing devices and/or plug gauges;
9. cutting and/or punching of materials by hand or machine to stops or to jigs or to patterns or to templates or to markings or to lengths;
10. dipping in varnish, enamels or paints;
11. dispensing wire from bulk supplies onto small coils for sale;
12. drilling holes or drilling with special-purpose drilling jigs, excluding setting or marking;
13. dressing or grinding by hand or power tool: Provided that in all cases of precision dressing the machines concerned shall be preset by an artisan or apprentice or machine setter;
14. feeding of asbestos teasing machine;
15. feeding and/or loading and/or starting and/or unloading and/or operating automatic machines;
16. fitting of seat covers in manufacture of seats;
17. fitting of hessian strips to spring seat assemblies;
18. filing of metals, other than precision work;
19. fly and/or treadle and/or manual and/or power pressing and/or notching where the work is done with pre-set jigs or dies, excluding the setting of jigs or dies;
20. forming of insulation and fitting thereof to armatures and field coils;
21. heating and blackening moulds for battery jumpers;
22. heating lead;
23. inspecting visually;
24. marking off from patterns or templates by hand;
25. operating special-purpose splitting machines;
26. operating centre-less grinders;
27. packing component parts into sets under supervision of an operative supervisor;



28. preparation for buffing;
29. pressing of asbestos dough (hot or cold);
30. pre-treatment of materials by chemical process;
31. proof-testing bonded brake shoes and clutch plates;
32. rough grinding where the machine or work is held by hand
33. screwing by hand with the die heads and/or taps and/or screwing machines;
34. spot and/or tack welding;
35. straightening and/or flattening of metal strips;
36. striking metal, including rivet striking; rivet heating; riveting;
37. stringing and/or threading inner coils and/or spring mats;
38. stripping parts and components by hand or machines normally used by this class of operative;
39. stripping of dismantled springs;
40. application by spray-gun or brush of paint, adhesives or recognised bitumastic and fire-resisting or rust-preventing substances (coatings), other than metal spraying, to parts or components;
41. taping coils;
42. testing fuel tanks and radiator units;
43. threading gills to tubes;
44. threading of bolts;
45. turning eyes on spring main blades to jigs;
46. winding or dispensing wire by hand or machine from bulk supplies onto spools, reels, coils, etc., but excluding field coils;
47. wiring up articles for electroplating; and
48. who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates.

“operative, grade 2” (grade 4 employee) (**Chapter III**) means an employee mainly or exclusively engaged on –

1. soldering, tinning, sweating, continuous wire welding, welding of a repetitive nature, spot and/or tack and/or butt welding, including the removal and replacement of welding tips and the cleaning of welding tips with abrasive materials or by hand filing;
2. sharpening but not re-shaping welding tips;



3. placing welding tips in position;
4. metal spinning with formers;
5. operating but not setting machines designed or permanently adapted for a single-tool operation where manual operations are limited to loading,
6. starting, stopping and unloading;
7. placing of winding coils into armature slots and closing slots with wedges;
8. undercutting of commutators;
9. shaping of coils;
10. forming of wire into coils by hand or machine;
11. connecting previously tested and marked leads to commutators;
12. buffing of metals;
13. attending to electroplating bath, stripping and/or pickling tank;
14. making filler necks for tanks by means of jigs;
15. pressing core section into frames by means of clamps;
16. cutting fibreglass parts to patterns or templates;
17. making parts from pre-mixed plastic materials and fibreglass in preformed moulds; and
18. who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates.

“operative, grade 3” (grade 4 employee) (**Chapter III**) means an employee mainly or exclusively engaged in –

the repetitive operation of or attending to, but not setting, semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatic operating stops and/or marks, including capstan and turret type lathes where all operations are limited by fixed stops; and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates.

“operative, grade 4” (grade 5 employee) (**Chapter III**) means an employee mainly or exclusively engaged on –

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

must be restricted to welds which are –

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

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

“operative, grade 5” (grade 5 employee) (**Chapter III**) means an employee mainly or exclusively engaged in –

1. mixing fibreglass solutions and/or resins, and/or mixing in relation to solutions and/or resins;
2. determining quantities from formula charts provided for the purpose; and also measuring these quantities by means of graduated vessels.

“operative, grade A” (grade 6 employee) (**Chapter IV**) means an employee employed in a registered automotive engineering establishment and who is engaged mainly or exclusively in the operation of any two single-purpose machines.

“operative, grade AR” (grade 4 employee) (**Chapter V**) means an employee mainly or exclusively engaged on the following duties –

1. Application by spray gun or brush or paint, adhesives, recognised bitumastic and fire-resisting or rust-preventing substances (coatings) to components and units other than metal spraying to parts and components;
2. assembling where no fitting is required;
3. bending and/or forming by hand operation in special-purpose jigs or formers;
4. bonding of steel inserts to hydraulic cylinders;
5. bonding brake shoes, bands and clutch plates;
6. buffing metals;
7. checking parts with go-no-go gauges and/or testing devices and/or plug gauges;
8. cutting friction material to standard templates;
9. cutting and grinding of clutch liners to pre-determined size or templates;
10. dipping in varnish, enamels or paint;

11. dismantling of brake (including air and hydraulic brakes) and/or clutch components for reconditioning;
12. dressing or grinding by hand or power tool: Provided that in all cases of precision dressing the machine concerned shall be pre-set by an artisan or machine-setter;
13. drilling and countersinking of liners;
14. drilling holes previously marked out by an artisan or machine setter or an apprentice or a trainee registered in terms of the Skills Development Act 97 of 1998 as amended, or machine drilling with special-purpose drilling jigs;
15. drilling with portable drill not capable of taking drills larger than 13 mm in diameter to templates or patterns;
16. feeding and/or loading and/or starting and/or unloading and/or operating automatic machines;
17. filing of metals other than precision work;
18. fly and/or treadle and/or manual and/or power pressing and/or notching where the work is done with pre-set jigs or dies, excluding the setting of jigs and/or dies;
19. grinding pressure plates with appropriate surface grinding machine;
20. heating lead;
21. inspecting visually;
22. making up brake pipes by bending and/or forming by hand operation or in special-purpose jig;
23. marking off from patterns or templates by hand;
24. mounting of components into test jigs and observing the testing of components;
25. operating centre-less grinders;
26. operating but not setting machines designed or permanently adapted for a single-tool operation and where manual operations are limited to loading, starting, stopping and unloading, but excluding any operations connected with the machining of brake drums, brake discs or flywheels;
27. operating power press/presses, excluding setting;
28. packing of component parts into sets under supervision of an operative supervisor;
29. placing of welding tips in position;
30. preparation for buffing;
31. pre-treatment of metals by chemical process;
32. proof-testing components;



33. riveting;
34. rough grinding where the machine or work is held by hand;
35. screwing by hand with die-heads and/or taps and/or screwing machines;
36. sharpening but not replacing welding tips;
37. soldering, tinning, sweating, continuous wire welding, spot and/or tack and/or butt welding, including the removing and replacing of welding tips and the cleaning of welding tips with abrasive materials or by hand filing;
38. straightening and/or flattening of metal strips;
39. striking metal, including rivet striking; rivet heating;
40. stripping parts and components by hand or machines normally used by this class of operative;
41. threading of bolts; and
42. who may set and adjust the machines he operates, provided he is paid the prescribed setting bonus.

“**operative, grade B**” (grade 4 employee) (**Chapter IV**) means an employee employed in a registered automotive engineering establishment and who mainly or exclusively performs all work relating to the operating of any two machines, excluding a crankshaft grinder, a re-bore /hone machine, a line borer or a diesel pump test bench and the assembling of engines.

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

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

“**operative, grade BV**” (grade 5 employee) (**Chapter II**) means an employee engaged mainly or exclusively on a repetitive basis in welding or brazing plates, sheets and sections to jigs, and/or welding or brazing parts so formed and/or located as to obviate the need for a jig, and/or cutting with a profile cutting machine.

“**operative, grade C**” (grade 3 employee) (**Chapter IV, Clause 3 (4)**) means an employee who is employed in any registered automotive engineering establishment and is engaged mainly or exclusively on –

1. dismantling internal combustion engines;



2. removing and fitting finished cylinder liners (wet/dry);
3. all cylinder head work, excluding surface grinding and manufacturing of inserts;
4. polishing crankshafts;
5. crack and porosity detecting;

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

“**operative, grade CR**” (grade 5 employee) (**Chapter V**) means an employee mainly or exclusively engaged on –

1. welding with electric welding equipment and/or cutting with profile cutting machine and setting and regulating the heating and cutting gas mixtures of the welding or cutting equipment at the torch;
2. welding and/or brazing to jigs and/or parts so formed as to obviate the need for a jig: Provided that any freehand arc or gas welding performed by this operative must be restricted to welds which are –
 - (a) down-hand;
 - (b) of components of which the completed mass does not exceed 15,0 kg;
 - (c) not in excess of 40,0 cm total length of one welding seam; and
 - (d) who may set and adjust any machine he operates, provided he is paid the prescribed setting bonus.

“**operative, grade CV**” (grade 5 employee) (**Chapter II**) means an employee mainly or exclusively engaged under the supervision of a artisan or apprentice with not more than four years to serve on –

1. assembling by drilling of relevant materials where necessary, by bolting and/or riveting and/or screwing and/or tack-welding parts together;
2. positioning of lamps, including lengthening or shortening flex as necessary from a temporary position or a position rendered unsuitable through the fitting of a body;
3. from cab-less commercial vehicles chassis received for bodying, removing for safe-keeping instrument panels, including electrical connections, switchboards, surge tanks and pipes, heat and oil gauges and temporary drive seats, and disconnecting all electrical wiring on such chassis from starter motors, generators, regulators and auxiliary circuits;
4. installing and fastening cables to new motor chassis, to new trailer chassis or to new trailer caravans by means of clips or bolts;

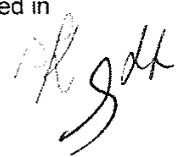
5. connecting cables to light points or fittings already in position;
6. sewing or tacking seat and squab covers by hand or machine;
7. padding and closing flutes and bolsters by hand;
8. machining timber to pre-set lengths or thicknesses;
9. machining timber components on wood-working machines to jigs or stops;
10. cutting materials to pre-set dimensions;
11. marking off and cutting, bending, forming and/or blanking all material from patterns or templates by hand or pre-set machine under the supervision of a artisan or apprentice including, where necessary, the fastening of special-purpose clamps on the machines concerned;
12. in relation to the mixing of fibreglass solutions and/or resins, determining from formula charts provided for the purpose the quantities of constituent materials required, measuring these materials by means of graduated vessels or mixing;
13. using simple linear measuring devices and/or combination squares;
14. operating a fibreglass chopper gun; and
15. who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates.

“operative, grade DV” (grade 5 employee) (**Chapter II**) means an employee mainly or exclusively engaged in –

1. Applying by brush and/or spray gun any primer or paint to the interior or exterior of motor vehicles, other than the final exterior coats to coach finished bodies, excluding colour matching but including paint mixing in accordance with prescribed formula;
2. mixing and/or testing of chemicals to a pre-determined formula for pre-treatment of metals in chemical baths; and
3. who may, provided he is paid the prescribed setting bonus, set and adjusts any machines he operates.

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

“operative sunroof fitter” (grade 4 employee) means an employee mainly or exclusively engaged in the fitting of sunroofs to motor vehicles.



“operative supervisor”(grade 5 employee) (**Chapter III & V**) means an employee mainly or exclusively engaged in supervising the work of any operative classes of workers and general workers.

“operative upholsterer grade-3” (grade 3 employee) (**Chapter I; II & III**) means an employee mainly or exclusively engaged in –

1. stripping of seats, mats, hood-linings and/or upholstery of motor vehicles;
2. stripping and fitting vinyl tops or fabric already marked off, cut, made and trimmed to motor vehicles;
3. sewing or tacking seat and/or squab covers, padding and/or lining already marked off, cut and trimmed by hand and/or machine.

“operative upholsterer grade-4” (grade 4 employee) (**Chapter I; II & III**) means an employee mainly or exclusively engaged in –

1. stripping and/or repairing of seats, mats, hood-linings and/or upholstery of motor vehicles;
2. stripping, marking off, cutting, trimming and fits covers and fitting vinyl tops or fabric to motor vehicles;
3. sewing or tacking seat and/or squab covers, padding and/or lining by hand and/or machine.

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

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

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

“parts salesperson” (**Division B**) means an employee who is mainly or exclusively engaged in interpreting/soliciting and/or taking orders for the sale and supply of motor vehicle spares and accessories;

“part-time employee” (**Division B**) means a clerical employee who is employed by the same employer for not more than five hours in the aggregate on any one day;

“pattern cutter maker” (grade 4 employee) (**Chapter III**) means an employee mainly or exclusively engaged in the bending of a cutting blade to a pattern or template and inserting it into a supporting base or back;

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

“**PR Artisan (Practically Recognised Artisan)**” (grade 7 employee) (**Chapter I**) 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 artisan 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].

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

“**Schedule**”

1. Shop assistant, sales person and/or clerical employee: Three years;
2. Motor vehicle sales person and/or traveller: One year;
3. Supply sales person: Three years.

“**quality controller**” (grade 5 employee) (**Chapter III**) means an employee who is mainly or exclusively engaged in checking by means of a tape, rule, or instrument other than a micrometer, any manufactured or semi-manufactured components to ensure that they fall within indicated size limits, and whose action consequent upon such checking, is limited to reporting to a superior: Provided that a quality controller who is paid the prescribed micrometer bonus may use a micrometer in the course of his duties.

“**radiator repairer**” (grade 5 employee) (**Chapters I & V**) means an employee mainly or exclusively engaged in one or more of the following operations:

1. Operating pre-set crimping or forming machines;
2. cutting waterway and fin metal strips to set lengths;

3. manipulating return-folding machines;
4. framing core sections by means of press into required sizes;
5. cleaning and tinning;
6. dipping cores into acid baths and solder vats;
7. sweating water vessels to cores;
8. sweating side walls to cores;
9. sweating tubes and tube plates;
10. making filler necks to jigs;
11. dismantling radiators;
12. soldering, silver soldering, brazing and gas welding.

“reconditioning establishment” means an establishment registered as such by the Council in terms of Chapter V of Division C of this Agreement.

“Region EC” means those areas defined as ‘Area Eastern Cape’.

“Region KZN” means the areas defined as ‘Area KwaZulu-Natal’.

“Region FS & NC” means those areas defined as ‘Area Free State & Northern Cape’.

“Region HVL” means those areas defined as ‘Area Highveld’.

“Region NR” means those areas defined as ‘Area Northern Region’.

“Region WP” means those areas defined as ‘Area Western Cape’.

“Regional Council” means a committee appointed as such by the Council in terms of its Constitution.

“relief employee” means an employee who is temporarily employed -

1. for a period of not more than 42 calendar days in any period of six months for the purposes of carrying out the duties of an employee who is absent from work, or to provide additional labour during peak holiday seasons; or
2. for a period of not more than six months in any year for the purposes of carrying out the duties of an employee who is on maternity leave, extended sick leave, educational leave or skills development courses or, with consent obtained administratively from the Council, is absent with the permission of the employer.



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

1. removes parts or units from motor vehicles, tractors, agricultural machinery and equipment and ancillary equipment and/or attachments thereof;
2. replaces, without making final electrical connections except where these are the clip-on or plug-in type:
 - Alternators;
 - bodies;
 - body mouldings;
 - bonnets;
 - brake drums, except where the drum and hub are one complete unit;
 - bulbs;
 - bumpers;
 - cables, excluding electrical cables;
 - cable levers;
 - cable linkages;
 - carburettors;
 - cabs;
 - clutch cylinders;
 - coil springs;
 - cooling systems, excluding air-conditioning;
 - cylinder heads, without torquing;
 - doors;
 - door handles;
 - drive shafts, excluding front-wheel drive;
 - engine assemblies;
 - engine mountings;
 - engine mud trays;

- exhaust systems;
- floor boards;
- floor covers;
- flywheel covers, detachable;
- fuel pipes;
- fuel pumps, excluding injection pumps;
- fuel tanks;
- gearbox assemblies;
- gearbox mountings;
- generators;
- glass;
- gravel pans;
- grills;
- handrail brackets;
- heaters;
- lamps;
- manifolds;
- mudguards;
- oil filters or strainers and the cleaning thereof;
- panels - exterior or interior, and fittings, other than where welded;
- clutch and pressure plates;
- propeller shafts;
- radiators;
- radiator plugs;
- radios, CD players and tape recorders, excluding the final electrical connections;
- rear body lights;
- running boards;
- seats;



- seat covers;
 - self-starters;
 - shells;
 - shock absorbers;
 - springs, leaf, front and rear;
 - striker plates;
 - sump nuts and bolts;
 - valances;
 - valve covers;
 - water hoses;
 - window frames;
 - window winders - manual;
3. removes and/or, without the use of hand tools, repositions and hand tightens rear axle housing assemblies;
4. sets clocks to correct time;
5. fits safety belts to vehicles where anchor points exist;
6. fits and adjusts fan belts where no measuring devices or instruments are necessary;
7. in relation to any vehicle, repairs body leaks by filling, and engine differential and gearbox leaks by tightening;
8. balances wheels with any machine made to balance wheels;
9. in relation to any vehicle –
- (a) checks and reports on the operation of:
- (i) All electrical consumer points;
 - (ii) front seat adjusters;
 - (iii) direction indicators;
 - (iv) clocks;
 - (v) door and window handles;
 - (vi) doors, locks and keys;
 - (vii) windscreen wipers and washers;



Provided that any defects reported by a repair shop assistant shall not be rectified by an employee, other than an artisan, PR artisan or apprentice;

- (b) checks, adjusts and, if necessary, replaces:
- (i) Choke, bonnet, starter, hand throttle and heater, vent and cooling system cables;
 - (ii) hose connections for water leaks;
 - (iii) all electrical connections for tightness;
 - (iv) clocks;
 - (v) direction indicators, door and window handles;
 - (vi) doors, door rubbers, locks and keys;
 - (vii) generator and alternator belts for correct tension;
 - (viii) windscreen wipers and washers;
 - (ix) drills holes to templates;

10. in a workshop engaged exclusively in motor cycle and/or scooter repairs, assembles and/or strips units, other than engines, electrical fittings, telescopic forks, hydraulic shock absorbers and controls;

11. dismantles or strips down components, but shall exclude:

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

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

[**Note** - The number of repair shop assistants that may be employed in any one establishment is governed by the ratio provisions of clause 3 of Chapter I, Division C].

“**repetition work**” means work performed by an employee constantly engaged on one or more repetitive processes.

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

[**Note** - The number of scooter workers that may be employed in any one establishment is governed by the ratio provisions of clause 3 of Chapter I, Division C].

“seaming machinist grade-3” (grade 3 employee) (**Chapter I; II & III**) means an employee mainly or exclusively engaged in sewing vinyl tops or fabric to motor vehicles by hand or machine.

“seaming machinist grade-5” (grade 5 employee) (**Chapter I; II & III**) means an employee who marks off, cuts, makes and trims vinyl tops or fabric mainly or exclusively engaged in sewing for motor vehicles by hand or machine;

“Sector 1” means **manufacturing & vehicle body building establishments (Chapter II & III)**, i.e. vehicle body builders; trailers and caravan manufacturers and warranty repairs; vehicle components and accessories; fibre-glass component manufacturers, repairs and sales.

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

“Sector 3” means **reconditioning establishments (Chapter IV)**, i.e. automotive engineers; fuel injection/diesel pumps; gearbox/transmission; turbochargers; and spring-smiths.

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

“Sector 5” means **fuel dealers, service stations and related establishments (Chapter I)**.

“Sector 6” means **dealers sales and distribution establishments (Chapter I)**, i.e. used motor vehicle, bus truck and tractor sales and repairers; franchised motor vehicle, bus, truck, tractors and parts sales and repairers; caravan sales and repairers; and agricultural equipment sales and repairers.

“Sector 7” means **automotive parts, accessories, equipment and tools establishments (Chapter I)**, i.e. motor parts, accessories, equipment and tools; auto-breakers and used parts dealer establishment.

“senior managerial employee” (Division B) means an employee who has the authority to hire and discipline and/or dismiss employees and/or represent the employer internally and externally and/or directs the activities of other employees and/or is responsible for the flow of work in a department and/or branch.



“senior quality controller” (grade 6 employee) (**Chapter III**) means an employee employed in a registered manufacturing establishment responsible for the quality acceptance of products during or after the assembly or manufacturing process and who may read detailed drawings and use sophisticated precision measuring instruments in the course of his duties.

“service supply salesman” (grade 8 employee) (**Chapter I**) means a artisan who is mainly or exclusively engaged in oiling, greasing, cleaning and adjusting or repairing implements, machinery, equipment or appliances, who may in addition take orders for the repair and for the sale and/or supply of such implements, machinery, equipment or appliances or accessories or materials for use in connection with such implements, machinery, equipment or appliances and who may deliver such new or repaired goods and collect moneys.

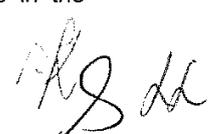
“SETA” means Sector Education and Training Authority (as defined by the Skills Development Act).

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

“shop assistant/sales person” (**Division B**) means an employee who mainly or exclusively performs any of the following duties in or about an accessory shop or motor vehicles sales room and/or showroom and/or any other establishment on or from which motor vehicles are sold –

1. Attending to customers;
2. displaying goods;
3. keeping and controlling stocks
4. assembling orders by means of getting out from stock and putting together goods required to fulfil orders, using an order form or an invoice;
5. ticket writing;
6. despatching goods out of any establishment to departments or for transit;
7. selling goods or merchandise;
8. selling motor vehicles.

“short-time” means a temporary reduction in the number of ordinary hours of work owing to slackness or the exigencies of trade, shortage of material, a general breakdown of plant or machinery caused by accident, or other unforeseen contingency and/or circumstances beyond the employer's control, stock-taking or stoppage of work granted at the request of a majority of the employees in the establishment or part thereof.



“**Skills Development Act**” means the Skills Development Act 97 of 1998, as amended.

“**storekeeper**” (**Division B**) means an employee who is mainly or exclusively engaged in the control of stocks or stores.

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

“**supervisor, grade 3**” (grade 4 employee) (**Chapter III**) means an employee employed in a registered manufacturing establishment who supervises the activities of operative, grade 2 employees.

“**supervisor, grade 4**”(grade 5 employee) (**Chapter III**) means an employee employed in a registered manufacturing establishment who supervises the activities of operative, grade 3 employees.

“**supervisor, grade 5**” (grade 6 employee) (**Chapter III**) means an employee employed in a registered manufacturing establishment who supervises the activities of operative, grade 4 employees.

“**supply sales person**” (**Division B**) means an employee who is mainly or exclusively engaged in soliciting and/or taking orders for the repair and sale and/or supply of implements, machinery, equipment or appliances, or accessories or materials for use in connection with such implements, machinery, equipment or appliances, and who may deliver such new or repaired goods and collect moneys, and who, in addition, may oil, grease, and clean such implements, machinery, equipment or appliances and during any period of new vehicle warranty may effect minor adjustments such as –

1. changing spark plugs and oil filters;
2. changing, fitting and tensioning fan belts;
3. fitting new battery cables and globes;
4. changing oil in air filters;
5. minor adjustments to carburettors and other similar adjustments;
6. but who may not carry out mechanical repairs.

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



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

“tearoom, restaurant and catering establishment” means an employer who is associated with his employees for the purpose of preparing, serving or providing meals or refreshments (whether liquid or otherwise) or both such meals and refreshments in or from any establishment or part thereof, whether permanent, temporary, indoors or in the open air, and includes such activities when carried on, in or from one or more classes of premises or parts thereof.

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

“tow-bar fitter (excluding electrical wiring)” (grade 5 employee) means an employee mainly or exclusively engaged in the fitting of tow-bars to motor vehicles which function includes the connection of pre-fitted couplings only.

“tow-bar fitter (including electrical wiring)” (grade 7 employee) means an employee mainly or exclusively engaged in the fitting of tow-bars to motor vehicles which function includes the connection of pre-fitted couplings inclusive of electrical wiring.

“traveller” (Division B) means an employee who, as the travelling representative of an establishment on behalf of such establishment, is mainly or exclusively engaged in inviting, canvassing or soliciting orders from duly licenced traders and/or other persons for –

1. the sale and/or supply to them of goods for resale and/or for use or consumption by such traders or other persons; and/or
2. the reconditioning, remanufacturing or rebuilding of any motor vehicle component,
3. and who may in addition collect money on behalf of such establishment.

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

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

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

“vulcaniser operative grade 2” (Chapter I) means a workshop employee, other than an artisan, supervisor, general worker or apprentice, engaged in vulcanising work in a vulcanising establishment who shall not balance wheels.



“vulcaniser operative grade 4” (Chapter I) means a workshop employee, other than an artisan, supervisor, general worker or apprentice, engaged in vulcanising work in a vulcanising establishment who shall balance wheels with any machine made to balance wheels off the vehicle.

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

Provided that –

1. if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in this Agreement for such employee, it shall mean such higher amount.
2. the provisions of proviso (1) to this definition shall not be construed so as to refer to or include any remuneration which an employee who is employed on any piece-work or commission basis provided for in clause 3.10 and 3.11 of Division A received over and above the amount which he would have received if he had not been employed on such basis.

(Note - The amount of money payable to an employee is prescribed in clause 2 of Division B, Chapters I, II, III, IV and V of Division C, and his ordinary hours of work are prescribed in clause 4.1 of that Division).

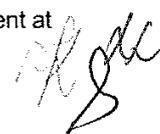
“watchman” means an employee primarily occupied on –

1. guarding the premises and/or goods of the employer; and/or
2. controlling the access to and departure from the premises of his employer of persons as indicated by such employer; and/or
3. keeping a written log of access and departure as contemplated in subparagraph (b) above; and/or
4. on the instructions of his employer, carrying out the physical searching of any person or vehicle entering or leaving his employer's premises.

“week” means –

1. for the purposes of clause 13 of the Administrative Agreement (Returns to the Council), a period of seven consecutive days commencing at midnight on a Sunday;
2. for the purposes of the remaining clauses of this Agreement, a period of seven consecutive days.

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



CONTINUES ON PAGE 130 OF BOOK 2

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[Note - This employee will be required to successfully complete a training course approved by the Council from time to time but will not be permitted to work hours other than as prescribed in clause 4.1 of Division A].

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

“workshop employee” means any employee, other than a char, general worker or forecourt attendant for whom wages are prescribed in Clause 2 of Chapters I, II, III, IV and V of Division C;

CLAUSE 3: PARTICULARS OF EMPLOYMENT AND REMUNERATION

3.1. 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 -

- (1) any period during which, in accordance with the requirements of his employer, he is present at or in any establishment;
- (2) any other period during which he is present at or in any such establishment;
- (3) any period during which he is in charge of any vehicle used in the industry, whether or not it is being driven;
- (4) 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
- (5) 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 12 of the Administrative Collective 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 paragraphs (2), (3), (4) or (5), the presumption established by this clause shall not apply in respect of such employee with reference to that part of such period.

3.2. LETTER OF APPOINTMENT

- (1) Every employer shall, in respect of every employee, upon commencement of employment prepare written particulars of employment by way of either an employment contract or a letter of appointment as prescribed in Section 29 of the

Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997).

- (2) Every employer shall, in respect of every employee who at the time of coming into operation of this Agreement, was not in possession of a letter of appointment, provide such employee with an abridged letter of appointment setting out the existing conditions of employment.

3.3. 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.

3.4. PROHIBITED EMPLOYMENT

- (1) Notwithstanding anything to the contrary contained in this Agreement, no employer shall employ any person under the age of 21 years, other than an artisan, an apprentice in terms of the Skills Development Act 97 of 1998 as amended, or a trainee employed in terms of the Skills Development Act 97 of 1998 as amended, on any operation which forms part of any trade designated for the Motor Industry in terms of the Skills Development Act 97 of 1998 as amended.
- (2) No employer shall knowingly employ any person who is under 15 years of age.

3.5. CASUAL EMPLOYEES

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

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

basis of overtime prescribed in this Agreement.

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

3.6. FIXED TERM CONTRACT

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

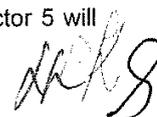
- (1) the parties shall clearly specify the duration of the contract;
- (2) the contract shall specify the conditions under which it will be terminated, and shall include provisions allowing for the early termination thereof by Agreement and/or whether it may be terminated owing to a fundamental breach thereof;
- (3) unless the contract is time-based in accordance with sub-clause (1) above the contract may be terminated upon the completion of a clearly defined task or project, in which case the onus shall rest upon the employer to prove that the task or project has been completed in every respect;
- (4) during the entire term of the contract the employee shall be deemed to be an ordinary employee of the employer, and shall enjoy all social security and other benefits available to employees on indefinite period contracts in the employ of the same employer;
- (5) the fact that an employee has entered into a fixed term contract shall not deprive him/her of any rights entrenched either in law or in accordance with the provisions of this Agreement, including the payment of remuneration which is not less than the minimum prescribed wages for the class of employee concerned; and
- (6) no employee shall be placed on a fixed term contract as a substitute for a probationary period.

3.7. TEMPORARY EMPLOYMENT SERVICE

- (1) For the purpose of this clause-
 - (a) "Temporary employment service" means a person who operates a temporary employment service (formerly known as "Labour Brokers") and who for reward, procures or provides to a client other persons –



- (i) who render service to, or perform work for the client; and
 - (ii) who are remunerated by the temporary employment service.
 - (b) A "client" means an employer registered as such in the Motor Industry in terms of clause 10 of the Administrative Agreement.
 - (c) Temporary employment services shall be registered with MIBCO and CIPRO in order to operate within the Motor Industry.
 - (d) Temporary employment services shall comply with the Industry Social Security Benefits Agreements and fund rules.
- (2) In accordance with section 198 of the Labour Relations Act 66 of 1995 as amended:
- (a) A person whose services have been procured for or provided to a client by a temporary employment service shall be the employee of that temporary employment service and the temporary employment service shall be that person's employer, and
 - (b) the temporary employment service and the client shall be jointly and severally liable if the temporary employment service in respect of any of its employees contravenes -
 - (i) a collective Agreement concluded by a Bargaining Council that regulates terms and conditions of employment;
 - (ii) a binding arbitration award that regulates terms and conditions of employment;
 - (iii) the Basic Conditions of Employment Act; or
 - (iv) a determination made in terms of the Basic Conditions of Employment Act.
- (3) An employer shall comply with all the provisions of this Agreement and the Administrative Agreement in respect of those persons rendering services at or in respect of his establishment through any arrangement or Agreement with a temporary employment service, as if those persons were employed by the employer.
- (4) A person conducting business as a temporary employment service registered in terms of clause 10 of the Administrative Agreement and Chapter I of Division C of this Agreement shall be entitled to supply labour to an employer or establishment falling under or registered in terms of any other Chapter of this Agreement.
- (5) Notwithstanding anything else in this clause no employer operating in sector 5 will



have any of their core work force belonging to temporary employment services by the end of February 2012.

- (6) Notwithstanding anything else in this clause for all employers operating in the rest of the industry no employer will have more than 35% of their core work force consisting of temporary employment services by the end of August 2013.
- (7) This Agreement shall not restrict the Parties rights to pursue the temporary employment services issue at any further NEDLAC processes.
- (8) The current provisions shall prevail until new legislation is promulgated to which all Parties shall comply.

3.8. 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, bank deposit or electronic fund transfer. Provided that if bank payments are made, it shall be made at a time which permits money to be available on the day of payment.

Provided further 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.

- (a) The time referred to in this sub-clause shall permit all employees who are being paid in cash, being paid by not later than their normal stopping time.
- (2) On the weekly or monthly pay-day referred to in sub-clause (1) of this clause, all employees to whom the special circumstances referred to in sub-clauses (4) and (6) of this clause do not apply, shall be paid all the wages and all the allowances and/or commission other than leave pay accrued to them in respect of the week or month of employment just completed.
- (3) 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.
- (4) The monthly earnings due to monthly paid employees shall be paid to them not later than the last working day of each calendar month: Provided that the commission on sales due to a motor vehicle salesperson shall not be calculated earlier than the 20th day of the month to which it relates and shall be paid by not later than the 7th day of the following month.

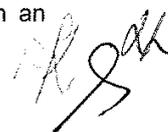


[NOTE: For the provisions applicable to Sector 6 (Dealers Sales and Distribution establishments) and Sector 7 (Automotive Parts, Accessories, Equipment and Tools establishments) in respect of this sub-clause refer to Clause 4 of Division D of this Agreement]

- (5) 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.
- (6) 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.
- (7) All earnings shall be handed to employees in sealed containers on which shall be reflected, or which shall be accompanied by a statement showing –
- (a) the name of the employer;
 - (b) the full names of the employee;
 - (c) the date of payment;
 - (d) the period in respect of which payment is made;
 - (e) the number of ordinary and overtime hours worked and the earnings due;
 - (f) the number of hours worked on a Sunday and the earnings due therefore;
 - (g) details of any other earnings;
 - (h) details of any deductions which have been made;
 - (i) the amount enclosed; and
 - (j) any amount due as leave pay in terms of the Main Agreement unless such leave pay has to be sent in terms of that Agreement to the secretary of a Regional Council.

3.9. DEDUCTIONS FROM EARNINGS

- (1) 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;
- (2) Unless otherwise provided for in this Agreement, no deductions or set-off of any description, other than the following shall be made from the earnings which an



employee would normally be entitled to receive:

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

Provided that –

- (i) where such absence is owing to a disablement or an illness falling within the scope of the Compensation for Occupational Injuries and Diseases Act, 1993, the deduction shall, in respect of the first week of absence, not exceed 70 per cent of the employee's wage;
- (ii) an employer may as a condition precedent to the payment of any amount in terms of proviso (i) require the employee to produce a medical certificate stating the nature and duration of the employee's incapacity;
- (iii) holiday, insurance, provident and/or pension funds or medical aid schemes where these are not administered by a Regional Council or the Council, and where an employee through negotiations between himself and his employer agrees on the amount to be paid by the employee to accept board and/or lodging from his employer;
- (iv) tea, sports or similar clubs;
- (v) purchases by employees from their employers;

Provided that in the case of Division B employees who are in receipt of remuneration, excluding commission on sales, in excess of the–

National Wage Threshold:

For the period from the date of implementation of the National Wage Threshold as determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act –

- (i) For weekly earners –

is the sum of the published National Wage Threshold divided by 52 or 53 (weeks), whichever is applicable;

- (ii) For monthly earners –

is the sum of the published National Wage Threshold divided by 12 (months)

- (b) The deduction enumerated in sub-clauses (i) to (v), together with other similar deductions, may be made subject to the written consent of the employee only:

Provided further that such deductions are not in conflict with any contract on commission work that exists between the employer and employee;

- (3) traffic fines in cases where the guilty person has been identified beyond doubt; Provided that in the event of an employee being required to drive an un-roadworthy or unlicensed vehicle, such fines shall be excluded;

- (4) Deductions in terms of damage to vehicles or property in terms of Clause 9.3 of Division A of this Agreement: Provided that the maximum deduction may not exceed 30% of an employee's weekly/monthly earnings;

- (5) Deductions or set-off upon termination of employment from all moneys owing to an employee except pension and/or provident funds in respect of loans in terms of a signed acknowledgment of debt;

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

- (a) deductions otherwise comply with this clause;
- (b) the employee signs a standard Council acknowledgment of debt;

- (6) the amount of the deduction is limited to 30% of the earnings, excluding statutory deductions; and

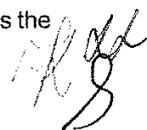
- (a) a copy of the acknowledgment of debt is given to the employee;

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

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

- (a) The deductions may be made from one or more payments of earnings or leave pay, but no one deduction may exceed 20 per cent of the payment from which it is deducted;

- (b) no such deduction shall be made unless the employer, in writing, notifies the



employee at the time of the first deduction, and the Council within seven days of the first deduction, of the circumstances under which the overpayment was made, the amount thereof, and the amount of the proposed deduction or deductions.

3.10. DIFFERENTIAL RATES OF WAGES AND EMPLOYMENT ON ARTISAN'S WORK

(1) Employment on artisan's work -

- (a) No employer shall employ or utilise any person, other than an artisan, PR artisan, operative engine assembler, apprentice or trainee under the Skills Development Act 97 of 1998 as amended, on artisan's work:

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

Provided further that such employment is not a contravention of the provisions of clause 3, Chapter 1, Division C.

- (b) No employee shall instruct or permit any employee (working under his supervision), other than an artisan, PR artisan, operative engine assembler, apprentice or trainee under the Skills Development Act 97 of 1998 as amended, to perform artisan's work.
- (c) No employee, other than an artisan, PR artisan, operative engine assembler, apprentice or trainee under the Skills Development Act 97 of 1998 as amended, shall perform artisan's work.

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

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

which the employee was receiving for his ordinary work.

- (3) Any person that makes an arbitration award regarding the interpretation or application of clause 3.10(1) of Division A may award to the Council an amount not exceeding the difference between the amount which the employer paid to the employee and the amount which the employer would have paid if the contravention or failure had not occurred provided that if the arbitrator is unable on all the evidence to determine the difference exactly he or she shall to the best of his or her ability estimate the difference. The Council must upon receipt of that amount deposit the amount into a Special Account established by the Council for that purpose.

3.11. PIECE WORK

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

3.12. COMMISSION WORK

- (1) The basis on which the commission that an employer contracts to pay an employee, in addition to his wage, shall be specified in writing.
- (2) When an employer contemplates to change or cancel the basis of the commission stipulated in (1), the employer shall:
 - (a) Give 4 weeks' written notice of his intention to change or cancel the basis of the contract, to a motor vehicle sales person or traveller and if the employee affected is a part salesperson or service supply sales person, the notice period shall be one week.
 - (b) The written notice shall contain at least the following information:
 - (i) the reasons for the proposed changes or cancellation;
 - (ii) the date when the said changes or cancellation are likely to take



effect.

- (c) Allow the employee/s an opportunity to make representations about any matter dealt within the notification and consider such representation before any change.

3.13. STAND-BY AND CALL-OUT ALLOWANCES

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

- (2) **Standby allowance:**

- (a) Any employer may require an artisan or Division B employee to 'standby' on any Saturday and/or Sunday: Provided that such employee shall be entitled to notice, in writing, of not less than one week to that effect.
- (b) Whenever an employee is required to 'stand by' in terms of this sub-clause he shall be paid, irrespective of whether he is required to work while on 'standby', a 'standby' allowance of not less than **R89.62** in respect of each day on which he is required to so 'standby'.

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

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

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

- (a) An employer may call out a artisan or Division B employee to work prior to his normal starting or after his normal finishing time on any day of the week: Provided that a call-out allowance of **R96.02** shall be paid in each case where such employee is so called out: Provided further that a call-out allowance shall not be paid to an employee in respect of the first call-out

whilst such employee is paid a standby allowance for that day.

- (b) An employee who is so called shall present himself for duty within one hour of being called and where he fails to present himself, the call-out allowance shall be forfeited.
- (c) Whenever an employee is called out, the call-out allowance shall not be set off against remuneration payable in terms of this Agreement for such work.

3.14. TRAVELLING ALLOWANCES

- (1) An employer who requires an employee, other than a traveller, supply sales person or service supply salesman, to work away from the establishment where he is ordinarily employed shall provide or arrange for the mode of transport, and shall pay such employee –
 - (a) whilst travelling as a passenger, at ordinary rates of wages, not exceeding, however, one day's pay in respect of every 24 consecutive hours' travelling time;
 - (b) whilst on the job or whilst travelling in a vehicle which he is required to drive, at ordinary rates of wages for any part of the work and/or driving which is done during the normal hours of the establishment in which he is employed, and at overtime rates as laid down in this Agreement for any part of the work and/or driving which is done outside of such normal hours;
 - (c) second-class return fare if he travels by train and a refund of the cost of his meals and bedding on the train;
 - (d) a refund of board and lodging when on the job or travelling to and from the job;
 - (e) not less than **R72.35** per night for such nights as he is prevented by his work from returning to his home.
- (2) A traveller, supply sales person or service supply salesman who -
 - (a) on any journey undertaken in the performance of his duties is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, shall be –
 - (i) reimbursed by his employer against receipt or dockets for all expenses reasonably incurred by him for the provision of any meals and refreshments for himself during such period of absence not extending over a night; or



- (ii) paid a subsistence allowance or reimbursed by his employer against receipts or docketts for expenses reasonably incurred by him in respect of refreshments, meals and accommodation during each night of absence ('night' meaning for the purpose hereof the period between 23:00 and 04:00), not less than **R135.00** for each night or reimbursement of actual expenditure, whichever is the greater;
 - (b) uses his employer's motor vehicle or who is required to travel by train or any other but his own means of conveyance, shall be reimbursed by his employer for all reasonable transport expenses incurred by him in the performance of his duties, and for the purposes of this paragraph the overnight garaging of a motor vehicle shall be deemed to be a transport expense
 - (c) is required or permitted to provide a motor vehicle for the performance of his duties, shall be paid by his employer an inclusive transport allowance in respect of each kilometre travelled in such vehicle in the performance of his duties; such transport allowance shall be as determined by the Council from time to time.
- (3) Any allowances and expenses payable to a traveller, supply sales person or service supply salesman in terms of sub-clause (2) shall be paid by his employer within seven days of such employee's written claim therefor: Provided that the employee shall not submit more than one claim for any such allowances and expenses in any one week, nor shall he submit such claims at intervals between claims of more than one month.
- (4) The provisions of this clause shall not apply to mobile workshops: Provided that bedding and cooking equipment are supplied by the employer.

CLAUSE 4 – REGULATION OF WORKING HOURS

4.1. HOURS OF WORK

A. Division B employees

- (1) Subject to the provisions of sub-clause (4) of this clause, the ordinary hours of work of any employee, other than a part-time employee, shall notwithstanding anything to the contrary contained in this sub-clause, not exceed 45, excluding meal intervals, in any one week, and nine hours, excluding meal intervals, on any one day: Provided that:



- (a) in any establishment where on one day in every week the ordinary hours of work are not more than five hours, any employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or
- (b) an employee who does not ordinarily work on more than five days a week may on any working day be required or permitted to work for an additional period of 15 minutes per day to a maximum of 60 minutes per week;
- (c) subject to the provisions of paragraph (1)(a) and (b) of this clause, an employee's ordinary hours of work shall terminate not later than 20:00 on any day and subject to the provisions of sub-clause (2)(a) of this clause, shall be continuous.
- (d) employees may, subject to their consent and sub-clause (2)(b) hereof, work flexible working hours over seven days a week and for hours beyond 08:00 to 17:00.

Note:

- (i) Employers may apply for exemption from the provisions of sub-clause (1)(c) of this clause, which exemption shall be subject to compliance with predetermined guidelines.
 - (ii) Any change to an employee's ordinary hours of work, which prevailed at the date of publication of this Agreement, shall be subject to mutual Agreement having been reached between himself and his employer and no intimidation shall be exercised by an employer to reach such Agreement.]
 - (b) The ordinary hours of work of a part-time employee shall not exceed five hours on any day.
- (2) No employer shall require or permit any employee –
- (a) to work for a continuous period of more than five hours without an uninterrupted interval of not less than one hour:

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

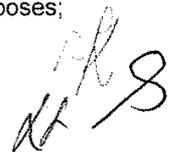
Provided further that an employer may agree with those of his employees who normally work on only five days each week that the uninterrupted interval referred to in paragraph (a) of this sub-clause shall be reduced to not less than 30 minutes, but before a reduced interval may be put into



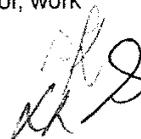
- operation the employer shall enter the details of the Agreement to the reduced interval, including the terms thereof and the employee's consent thereto, in a proper record to be kept for inspection purposes;
- (b) to work his ordinary weekly hours over more than five and a half days in any week.
- (3) All employees, except travellers and their assistants, shall be entitled to and be granted a rest interval of 10 minutes at as nearly as practicable to the middle of each morning and afternoon work period, and such interval shall, for the purpose of calculating wages, be reckoned as part of the ordinary working hours.
- (4) Whenever any traveller or his assistant is at any time during the course of his employment required to work away from the establishment of his employer, the provisions of sub-clause (2) of this clause shall not apply and the hours of work stipulated in sub-clause (1) of this clause may for purposes of such work be extended by up to 15 minutes in a day but not more than 60 minutes in a week.
- (5) For the purposes of this clause, an employee who is arrested or detained by the police for any offence or suspected offence shall, for the period during which he is under arrest or so detained and unable to continue his employment, be deemed to have absented himself without permission.

B. All other employees

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



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



flexible working hours over seven days a week and for hours beyond 08:00 to 17:00.

- (5) All workshop employees, except service supply salesmen (employed only in establishments registered under Chapters I and IV of Division C of this Agreement), shall be entitled to and be granted a rest interval of ten minutes as near as practicable to the middle of each morning and afternoon work period and such interval shall, for the purpose of calculating wages, be reckoned as part of the ordinary working hours.
- (6) Whenever any service supply salesperson is at any time during the course of his employment required to work away from the establishment of his employer, the provisions of sub-clause (2) of this clause shall not apply and the hours of work stipulated in sub-clause (1) of this clause may for purposes of such work be extended by up to 15 minutes in a day but not more than 60 minutes in a week.
- (7) Notwithstanding anything to the contrary contained in this Agreement, it shall be permissible, whenever in any parking garage a night parking service is conducted, to employ Parking Garage Attendant between 18:00 on any day and 08:00 on the next day for the purposes of night parking services only, for a maximum of seven hours per night on seven successive nights:

Provided, however, that after working 14 consecutive nights any such general worker shall be entitled to one free night on full pay as if he had on such night worked his average ordinary working hours for that night of the week, and if such employee does not avail himself of this right, he shall instead be paid one seventh of his normal weekly wage in addition to his ordinary wage.

- (8) Whenever a Parking Garage Attendant is employed on night parking services he shall be paid by his employer not less than one week's wages as laid down in clause 2 of Chapter I of Division C of this Agreement for the first 45 hours of his employment in any such week and for any hours worked in excess of 45 hours in any week such Parking Garage Attendant shall be paid at a rate of not less than one and a half times his ordinary wage.
- (9) Subject to the provisions of clause 3.9(2) of this Division relating to absences from employment and clause 4.6 of this Division relating to short-time, whenever –
- (a) any general worker or forecourt attendant employed in an establishment that is registered under Chapter I of Division C of this Agreement: or
- (b) any grade of operative or general worker employed in an establishment that is registered under Chapter II of Division C of this Agreement: or

- (c) any employee other than an artisan or machine setter employed in an establishment that is registered under Chapter III of Division C of this Agreement: or
- (d) any grade D operative employed in an establishment that is registered under Chapter IV of Division C of this Agreement: or
- (e) any employee other than an artisan or brake drum skimmer or machine setter employed in an establishment that is registered under Chapter V of Division C of this Agreement, works for less than 45 hours in any one week owing to –
 - (i) the usual working hours of the establishment being less than 45;
 - (ii) the employer being unable to regulate the shifts of such employee to 45 hours; and/or
 - (iii) any reason other than his absenting himself without the employer's permission,

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

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

4.2. OVERTIME

A. Division B employees

- (1) Where any employee is required or permitted to work in excess of the days or hours prescribed in clause 4.1 of this Division, any such excess shall be overtime and the employee shall be paid for the overtime at the rates specified in sub-clause (8) of this clause: Provided that overtime shall not extend beyond 23:00 Mondays to Fridays, and 18:00 on Saturdays.
 - (a) The provisions of this clause shall be subject to the provisions of clause 4.3 dealing with work on Sundays.



- (2) No employee shall be required or permitted to work overtime for more than 10 hours in any one week.
- (3) An employee may be required to work an additional 10 hours' overtime over and above the 10 hours referred to in sub-clause (2) of this clause, provided a licence of exemption has been obtained as follows:
- (a) The employer shall submit an application to the Regional Secretary of the Regional Council;
 - (b) the Regional Secretary of the Regional Council shall consult with the employers' organisation and the trade union representing the employees concerned on the merits of the application for exemption; and
 - (c) if approved, the Regional Secretary of the Regional Council shall issue a suitable licence of exemption (subject to the provisions of this sub-clause that authorise the additional overtime to a maximum of 10 hours per week); and
 - (d) the Regional Secretary shall submit the licence of exemption to the Regional Council for ratification at the next meeting of the Regional Council and, failing ratification, the licence of exemption shall be null and void.
- (4) The maximum of the total overtime (overtime and the additional overtime together) shall not exceed 60 hours in any period of four continuous weeks.
- (5) Whenever an employee is requested to work overtime in excess of 10 hours (additional overtime) his employer shall notify the employee not less than 72 hours in advance of the intention to work such additional overtime.
- (6) Notwithstanding any other provision, no employee shall qualify for overtime payment in respect of any week during which he has worked less than 45 hours. The required 45 hours to qualify for overtime shall be subject to a *pro rata* reduction if any of the following occur in a particular week:
- (a) Statutory public holidays during the week referred to in clause 9.6 of Division A; and/or
 - (b) absence during the week with the permission or condonation of the employer; and/or
 - (c) the commencement of a new contract of employment during that week
- (7) An employee who is aggrieved by the employer's non-condonation of his absence for purposes of calculating the 45 hours for purposes of calculating overtime may appeal



to a Regional Council against the employer's decision. The Regional Council may, after considering any reasons that may be submitted in support of such decision, confirm that decision or give such other decision as in its opinion ought to have been given in that case. The employee shall have the right to further appeal against the Regional Council's decision to the National Council, whose decision shall be final.

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



B. All other employees

- (1) For the purpose of this Clause, "overtime" means all time worked, other than on Sundays, in excess of the number of ordinary hours of work prescribed in Clause 4.1 of this Division.
- (2) With the exception of the employees referred to in Division A, Clause 1 (3)(a) & (3)(b) of this Division, no employee shall be required or permitted to work overtime for more than 10 hours in any one week.
 - (a) An additional 10 hours overtime may be worked by workshop employees employed in establishments registered under Chapters II, III and V of Division C, subject to the following conditions:-
 - (i) the Regional Secretary of the Regional Council concerned shall consult with the employers' organisation and trade union representing the employees concerned, and if approved, issue a suitable licence of exemption authorising the additional overtime;
 - (ii) all overtime prescribed in sub-clause (2)(a) and (b) of this clause shall be limited to 60 hours in any period of four continuous weeks;
 - (iii) licences of exemption issued shall be submitted to the Regional Council concerned for ratification at the next ensuing meeting of the Regional Council;
 - (iv) whenever a workshop employee is requested to work overtime in excess of 10 hours, his employer shall give notice of not less than 48 hours of the intention to work such additional overtime to the employee concerned.
- (3) The minimum rates at which employees shall be remunerated for overtime worked shall be as follows:
 - (a) In respect of workshop employees and grade I employees employed in establishments registered under Chapters I and IV of Division C of this Agreement -
 - (i) one and a half times his ordinary rate of remuneration for overtime worked between 06:00 and 23:00;
 - (ii) double his ordinary rate of remuneration for overtime worked between 23:00 and 06:00.



- (b) In respect of workshop employees and chars employed in establishments registered under Chapters II and III of Division C of this Agreement -
 - (i) in the case of an artisan: one and a half times his ordinary rate of remuneration;
 - (ii) in the case of an employee other than an artisan: one and a third times his ordinary rate of remuneration.
 - (c) In respect of all workshop employees and chars employed in establishments registered under Chapter V of Division C of this Agreement: One and a half times their normal rate of pay for overtime.
- (4) Grade 1 and grade 2 employees, drivers of light vehicles and drivers of heavy vehicles, employed in establishments registered under Chapters I and IV of Division C of this Agreement and all employees employed in establishments registered under Chapters II, III and V of Division C, shall not qualify for overtime in respect of any week during which they worked less than 45 hours, this figure being subject to *pro rata* reduction in respect of the following that occur during a particular week:
- (a) A statutory public holiday.
 - (b) Absence with the permission or condonation of the employer: Provided that an employee who is aggrieved by his employer's non-condonation of his absence may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may, after considering any reasons that may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case; in the event of the employee not being satisfied with the Regional Council's decision he may appeal against it to the National Council, whose decision shall be final.
 - (c) the beginning of a new contract of employment.
- (5) The provisions of clause 4.1 (B) of this Division and sub-clause (2) of this clause, shall not apply to any employee employed in an establishment registered under Chapters II, III and V of Division C of this Agreement, while employed on work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft, or a breakdown of plant or machinery, must be done without delay or on any work in connection with the overhauling or repairing of plant or machinery that cannot be performed during ordinary working hours.



4.3. SUNDAY WORK**A. Division B employees****(1) The right to work on Sundays –**

- (a) For all employees Sundays shall be regarded as normal working days.
- (b) Employees may, subject to their consent, work more than two Sundays per month.

(2) Hours of work on Sundays –

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

(3) Pay for Sunday work –

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

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

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

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

B. All other employees**(1) The right to work on Sundays –**

- (a) For all employees Sundays shall be regarded as normal working days.

(2) Pay for Sunday work:-

- (a) Whenever any employee other than a general worker, forecourt attendant and an employee in vulcanising establishments works on a Sunday, his



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

- (b) When any general worker or employee in a vulcanising establishment works his normal shift on any Sunday, his employer shall pay him not less than one and one-third his ordinary hourly wage in respect of each hour or part of an hour thereof and double his ordinary hourly wage for each hour or part of an hour thereafter but such general worker or employee in a vulcanising establishment shall not be entitled to a day's holiday in respect of such Sunday shift.
- (c) When any forecourt attendant works his normal shift on any Sunday, his employer shall pay him not less than one-and-one-half his ordinary hourly wage in respect of each hour or part of an hour thereof and double his ordinary hourly wage for each hour or part of an hour thereafter but such forecourt attendant shall not be entitled to a day's holiday in respect of such Sunday shift.

4.4. SHIFT WORK

- (1) The following provisions shall apply to shifts worked in a vulcanising establishment registered under Chapter I of Division C of this Agreement and in establishments registered under Chapters II, III and Chapter V of Division C of this Agreement:
 - (a) No normal shift shall exceed nine and a quarter hours;
 - (b) not less than eight hours shall elapse between successive shifts of any employee;
 - (c) where an employee is employed between 18h00 and 06h00 his employer shall pay him at his ordinary rate of remuneration, plus 10 percent for each hour or part of an hour worked between these times;
 - (d) subject to sub-clause (3) of this clause, time worked by an employee after the completion of his normal shift shall, subject to the proviso to clause 4.2 B(6) of this Division, be regarded as overtime and be paid for in accordance with the overtime rates prescribed in the said clause.



- (2) In respect of a vulcanising establishment registered under Chapter I of Division C and a vehicle body building establishment registered under Chapter II of Division C, no shifts shall be worked between 18:00 on Saturday and 06:00 on Monday.
- (3) Where an employee's ordinary shift or part of it is worked on a Sunday in an establishment registered under Chapters III and V of Division C, the employee concerned shall be remunerated for such shift as follows:
- (a) if the major portion of such shift is worked on a Sunday, the entire shift shall be deemed to have been worked on a Sunday and the employee shall be paid for it in terms of clause 4.3 of this Division;
 - (b) if the lesser portion of such shift is worked on a Sunday, the entire shift shall be deemed to have been worked on a weekday, and the employee shall, subject to sub-clause (1) of this clause, be remunerated in terms of such shift at his ordinary rate of remuneration.

4.5. NIGHT WORK

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



- (ii) it is practicable for the employer to do so.
- (2) For the purposes of sub-clause (1), an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per month or 50 times per year.

4.6. SHORT-TIME

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

Provided that -

- (a) where such short-time is owing to slackness of trade and/or shortage of materials, if an employee is required not to attend the establishment on a particular day, the employer shall notify him of the fact not later than the day immediately preceding the day on which he is not required to work, and where the employee is expressly required by the employer to report at the establishment on any particular day for the purpose of ascertaining whether work will be available, he shall, if no work or if work of less than four hours' duration is available, be paid not less than four hours' in respect of such day;
- (b) in respect of employees employed in establishments registered under Chapters III and V of Division C of this Agreement, no deduction shall be made in the case of short-time owing to a power failure or water cuts or a general breakdown of plant or machinery, in respect of the first hour not worked, unless the employer has given his employee notice not later than on the immediately preceding day that no work will be available.
- (2) In the event of short-time being worked an employer shall not be required to pay wages to his employees except for the period actually worked or as otherwise expressly provided for in sub-clause (1) of this clause.
- (3) An employee may not be placed on short-time on any of the days that are public holidays in terms of section 1, or declared as such under section 2 of the Public Holidays Act, 1994.
- (4) Payment for public holidays during short-time shall be at short-time rates provided four calendar days' notice has been given to the employees.
- (5) In the event of any employee being placed on short-time in excess of four weeks, the



employer concerned shall provide the Regional Council with jurisdiction over the establishment with the following information in writing:

- (a) The names of all employees placed on short-time;
 - (b) the reasons for extending the working of short-time beyond four weeks;
 - (c) the date on which short-time commenced; and
 - (d) the estimated duration of short-time.
- (6) In the event of short-time exceeding eight weeks the Regional Secretary shall report the matter to the Regional Council concerned.
- (7) An apprentice and trainee undergoing training under the Skills Development Act 97 of 1998 as amended, may not be placed on short-time except with the approval of the SETA.

4.7. SPECIAL PROVISIONS RELATING TO WATCHMEN

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



- (2) Every employer shall provide every watchman with -
- (a) any suitable and acceptable means of self-protection, excluding firearms;
 - (b) an appropriate device to sound a distress alarm;
 - (c) suitable provision for the warmth of such employee.
- (3) The minimum wage which shall be paid by an employer to a watchman shall be -
- (a) **All Other Sectors -**
 - (i) For the period from the date of implementation as determined by the **Minister of Employment and Labour to 31 August 2023; -**
R1 424.60 per week.
 - (ii) For the period **01 September 2023 to 31 August 2024; -**
R1 495.83 per week.
 - (iii) For the period **01 September 2024 to 31 August 2025; -**
R1 570.62 per week.
 - (b) **Sectors 6 -**
 - (i) For the period from the date of implementation as determined by the **Minister of Employment and Labour to 31 August 2023; -**
R1 475.58 per week.
 - (ii) For the period **01 September 2023 to 31 August 2024; -**
R1 549.36 per week.
 - (iii) For the period **01 September 2024 to 31 August 2025; -**
R1 626.83 per week.
 - (c) **Chapter III-**
 - (i) For the period from the date of implementation as determined by the **Minister of Employment and Labour to 31 August 2023; -**
R1 520.99 per week.
 - (ii) For the period **01 September 2023 to 31 August 2024; -**
R1 612.25 per week.
 - (iii) For the period **01 September 2024 to 31 August 2025; -**
R1 708.99 per week.
 - (d) Provided that whenever, on the instructions of his employer, a watchman



- carries out the physical searching of any person or vehicle entering or leaving his employer's premises, he shall be paid an allowance of R5.57 per week in addition to his normal wage.
- (4) Subject to the provisions of sub-clause (5)(a) of this clause, three weeks' leave on full pay shall be granted to all watchmen who have completed 12 months of continuous employment with the same employer since the date of engagement or from the date on which the previous leave fell due, whichever is the later.
- (5) Subject to the provisions of sub-clause (5)(a) of this clause, four weeks' leave on full pay shall be granted to all watchmen who have completed 8 or more periods of continuous employment with the same employer since the date of engagement, subject to the following condition:
- (a) Annual leave may be split by mutual Agreement between the employer and employee, provided that no intimidation is exercised to obtain such an Agreement.

CLAUSE 5: LEAVE

5.1. ANNUAL LEAVE AND ACCRUED LEAVE PAY

(1) Definitions

For the purposes of this clause:

- (a) "leave cycle" means the period during which an employee earns three week's leave in terms of sub-clause (2) of this clause;
- (b) the terms "employment" and "shift" shall be deemed to include -
- (i) shifts which are of shorter duration than those permitted in terms of this Agreement, because -
- (aa) the employee arrived late at his place of work, but such lateness did not exceed half-an-hour; or
- (bb) short-time was worked; or
- (cc) such shorter shifts were worked with the permission of the employer;
- (ii) shifts that the employee concerned normally would have worked but did not work because he was -

- (aa) absent on paid leave in terms of this Agreement;
- (bb) absent from work on the instructions or at the request of his employer;
- (cc) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding 30 days in any leave cycle;
- (dd) absent from work on any public holidays referred to in clause 9.6 of this Division:

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

- (c) "remuneration" means an employee's wages as defined in this Agreement, plus any bonus regularly paid to the employee, the amount of such bonus being deemed to be the average amount received by or accrued to an employee in respect of the period of 13 weeks immediately preceding the date the employee goes on annual leave or terminates his employment, or if a period of less than 13 weeks has been worked, the average amount received by or accrued to an employee in respect of the number of weeks actually worked.

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

Note: The calculation is based on 52 or 53 (weeks), whichever is applicable

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



(2) **Annual Leave**(a) **Three weeks' leave**

Subject to the provisions of subparagraph (b) of this clause, three consecutive weeks leave on full pay shall be granted to all employees, including apprentices and trainees undergoing training under the Skills Development Act 97 of 1998 as amended, who have completed the period of continuous employment with the same employer, as set out in the schedule below, since the date of their engagement or from the date on which their previous annual leave fell due, whichever is the later.

(b) **Four weeks' leave**

Subject to the provisions of (1)(b)(ii) of this clause, four weeks' leave on full pay shall be granted to all employees who on or after 1 December 1990 have completed 8 or more periods of continuous employment with the same employer, as set out in the schedule below, since the date of their engagement, subject to the following conditions:

(i) **Chapter III employees only**

Provided that in the case of establishments registered under Chapter III of Division C of this Agreement, the annual leave shall be 4 weeks leave on full pay after 5 years of service. This provision will be effective as from 25 September 2007 and will not impact on the accrued years of service and/or leave cycle.

(ii) **All employees in the Industry**

(aa) Annual leave may be split by mutual Agreement between the employer and employee, provided that no intimidation is exercised to obtain such an Agreement;

(bb) the provisions of this clause relating to accrued leave pay, shall apply *mutatis mutandis* in the case of employees who qualify for four weeks' annual leave:

SCHEDULE

(i) Weekly-paid employees, other than Parking Garage Attendants employed at a parking garage exclusively on the duties connected with night parking services –

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

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

(ii) Monthly paid employees and Parking Garage Attendants employed at a parking garage exclusively in the duties connected with night parking services: 12 months.

(3) **Commencement of Annual Leave**

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

- (a) the circumstances of the employer's business so require: or
- (b) the employer and the employee so agree:

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

(4) **Calculation of Annual Leave**

- (a) Pay for annual leave shall be calculated at the rate of remuneration the employee is receiving at the date on which he proceeds on his annual leave: Provided that this shall not be less than the rate prescribed for the relevant category of employee in the relevant Chapter or Division B of the Agreement, and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

Note: Pay for annual leave in respect of a motor vehicle sales person or supply sales person shall be payable in accordance with sub-clause (9)(b) of this clause)

- (b) The pay due to an employee for annual leave shall be paid by the employer on the last working day prior to the beginning of the employee's leave if the employee requests payment before proceeding on leave.

(5) **Public Holiday falling within annual leave**

- (a) If any of the paid public holidays referred to in clause 9.6 of this Division falls on a working day within the period of leave of an employee, the employer shall either-



- (i) add one working day on full pay to the said period of leave in respect of each such paid public holiday; or
- (ii) pay to the employee in question one normal day's pay in lieu of leave on the pay-day immediately following such employee's period of leave.

(6) Prohibition relating to Annual Leave

- (a) Annual leave shall not be concurrent with any period during which the employee is under notice of termination of employment.
- (b) Sick leave shall not be concurrent with any period during which the employee is on annual leave, i.e. sick leave cannot be taken whilst on annual leave.
- (c) Subject to sub-clause (6)(a) of this clause, an employer shall permit an employee, at the employee's written request, to take leave during a period of unpaid leave which permission shall not unreasonably be withheld.
- (d) An employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave on full pay granted to the employee at the employee's request in that leave cycle.
- (e) No employee shall engage in his normal occupation during the period of his leave and no employer shall require or knowingly permit any employee to work in the Industry during the period of his leave.

(7) Deductions from leave pay

Except as provided elsewhere in this Agreement, no deductions from leave pay shall be made as a set-off against any moneys that may be owing to the employer: Provided that the following conditions shall apply to staff loans:

- (a) Staff loans shall be limited to mutually agreed upon amounts advanced as a bona fide loan;
- (b) The employee shall consent to the staff loan in writing (acknowledgement of the loan stipulating the amount of the loan, interest if any, instalments and the terms of the loan);
- (c) A copy of the acknowledgement of the loan shall be kept for purposes of MIBCO inspections and the employee concerned shall be handed a copy thereof;
- (d) The maximum amount deducted each month shall be in accordance with



the limitations set out in clause 7 of the Administrative Agreement;

- (e) The aforementioned limitations may be exceeded in the event of termination of employment of whatever reasons with the written approval from the Regional Council concerned.

(8) **Outstanding leave on termination of services**

- (a) On the termination of the services of an employee who has qualified for annual leave in terms of sub-clause (2) of this clause, but who has not been granted or has not taken his leave at the date of such termination, an amount of leave pay calculated in accordance with the provisions of sub-clause (9) of this clause and a holiday bonus in accordance with the provisions of Clause 6.1 of this Division shall be paid by his employer.
- (b) In the case of all employees the accrued leave pay referred to in sub-clause (9) of this clause shall be paid direct to the employee on termination of service.

(9) **Accrued Leave Pay**

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

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

for six months' employment, leave pay is $\frac{1}{2}$ x times three weeks' pay;

for 13 weeks' employment, leave pay is $\frac{1}{4}$ x times three weeks' pay;

for five weeks' employment, leave pay is $\frac{5}{52}$ x three weeks' pay.

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



six months is $\frac{1}{2} \times \frac{9}{13}$ x one month's pay;

13 weeks is $\frac{1}{4} \times \frac{9}{13}$ x one month's pay;

five weeks is $\frac{5}{52} \times \frac{9}{13}$ x one month's pay.

- (b) In the case of a motor vehicle sales person and supply sales person accrued leave pay shall be calculated on the basic wage plus average commission on sales earned over the preceding 52 weeks, or accrued in respect of the number of complete weeks actually worked should the latter period be less than 52 weeks.
- (c) Accrued leave pay held by an employer on behalf of an employee who for health reasons or any other incapacity has become unable to continue with his occupation shall become payable immediately to the employee, and accrued leave moneys due to an employee who dies in the course of his employment shall become payable immediately to his estate.

Note: The calculation is based on 52 or 53 (weeks), whichever is applicable.

(10) **Leave pay on closing of establishment once a year**

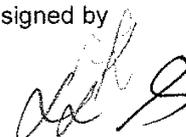
- (a) In the case of establishments registered under Chapters II, III, IV and Chapter V of Division C of this Agreement an employer may at any time, but not more than once in any period of 12 consecutive months, close his establishment for purposes of granting his employees paid leave as prescribed in this clause, and where at the date of closing of the establishment any employee is not entitled to the full prescribed period of paid annual leave, the employer shall pay him an amount on the basis laid down in sub-clause (9) of this clause as if his employment had terminated, plus remuneration in respect of any paid public holidays which fall during the period the establishment is closed and which are required to be added to an employee's annual leave in terms of Clause 5.1(5) of this Division at a rate of not less than he would normally have received for his ordinary working hours for that day of the week:

Provided that in respect of establishments registered under Chapters II, III and V of Division C of this Agreement, maintenance staff may, subject to the provisions of sub-clause (6)(e) of this clause, be required or permitted to work during the period the establishment is closed in terms of this sub-clause.

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

5.2. SICK LEAVE

- (1) "Sick leave cycle" means the period of 36 months' employment with the same employer immediately following -
 - (a) an employee's commencement of employment; or
 - (b) the completion of that employee's prior sick leave cycle.
- (2) During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks, i.e. 30 working days if he normally works a five-day week or 36 working days if he normally works a six-day week.
- (3) Despite sub-clause (2), during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked.
- (4) During an employee's first sick leave cycle, an employer may reduce the employee's entitlement of sick leave in terms of sub-clause (2) by the number of days' sick leave taken in terms of sub-clause (3).
- (5) Subject to sub-clause (7), an employer must pay an employee for a day's sick leave -
 - (a) the wage the employee would ordinarily have received for work on that day; and
 - (b) on the employee's usual pay day.
- (6) An employee may take one day per year sick leave in terms of the provisions of this clause for medical tests, e.g. PAP smears, TB tests and/or similar health care tests: Provided that proof is supplied to the employer that the employee did undergo those tests.
- (7) A person who is required by his employer to produce a medical certificate if he has been absent from work for more than one day or more than two occasions during an 8 week period, shall produce such medical certificate as issued and signed by



a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with the Professional Council established by an Act of Parliament within a period of not more than two days after his return to duty or such employee shall forfeit his right to sick pay; provided that where the employee is absent from work as a result of sick leave on any day or days from Friday to Monday (inclusive) and such day/days form part of his normal working week, he shall be required to produce such a medical certificate for such day/days"

- (a) Provided further that should any person be absent the day before or after a Public Holiday he shall be required to produce such a medical certificate for such day/days"
- (b) If it is not reasonably practicable for an employee who lives on the employer's premises to obtain a medical certificate, the employer may not withhold payment in terms of sub-clause (7) unless the employer provides reasonable assistance to the employee to obtain the certificate.

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

5.3. MATERNITY LEAVE

- (1) An employee is entitled to a maximum of six consecutive months' maternity leave, and may exercise the option to return to work earlier.
- (2) An employee may commence maternity leave –
 - (a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - (b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
- (3) No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- (4) An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.



- (5) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to -
 - (a) commence maternity leave; and
 - (b) return to work after maternity leave.
- (6) Notification in terms of sub-clause (5) must be given -
 - (a) at least four weeks before the employee intends to commence maternity leave; or
 - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- (7) For the purposes of calculating the period of employment in the Industry, the period an employee is on maternity leave, shall be regarded as employment in the Industry.

5.4 OTHER PARENTAL LEAVE

The provisions of Parental leave; Adoption leave and Commissioning Parental leave are provided in accordance with the Basic Conditions of Employment Act. The provisions of this clause shall supersede the provisions of the clause 5.5 (1)(a).

5.5 FAMILY RESPONSIBILITY LEAVE

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



- (3) An employee may take family responsibility leave in respect of the whole or part of a day.
- (4) Before paying an employee for leave in terms of this section, an employer may require reasonable proof of an event contemplated in sub-clause (1) for which the leave was required.

CLAUSE 6: ADDITIONAL HOLIDAY PAY & HOLIDAY BONUS

6.1. HOLIDAY BONUS

(1) Rates

- (a) Employees who qualify for paid annual leave shall be paid a holiday bonus by their employers, excluding motor vehicles salesperson, supply salespersons and employees for whom additional holiday pay is prescribed in terms of this Agreement.
- (b) The amount of the holiday bonus referred in paragraph (a) of this sub-clause shall be two weeks' wages, with a maximum payment of –
 - (i) For the period from the date of implementation as determined by the Minister of Employment and Labour to **31 August 2023**
R5 756.63 per annum.
 - (ii) For the period **01 September 2023 to 31 August 2024:**
R6 044.46 per annum.
 - (iii) For the period **01 September 2024 to 31 August 2025:**
R6 346.68 per annum.

provided that in the case of establishments registered under **Chapter III** of Division C of this Agreement, the leave bonus will be three weeks calculated on actual wages (no capping) with effect from 25 September 2007.
- (c) Payment of the bonus shall be made as follows by mutual Agreement between employer and employee:
 - (i) on completion of 12 month's service; or
 - (ii) at commencement of the employee's annual leave; or



- (iii) not later than the 20th day of December each year:
 - (iv) The holiday bonus shall become due and payable at the same date as the annual leave falls due.
 - (v) Provided that in the event of Agreement not having been reached between the employer and the employee, the bonus shall be payable to the employee on completion of his leave cycle.
- (d) The amount of the holiday bonus referred to in paragraph (b) of this sub-clause shall be reduced by one fifty-second for each week during which the employee does not work a full five shifts, a "shift" for this purpose having the meaning given to this term in clause 5.1(1)(ii) of this Division.

(2) **Pro-rata payment of holiday bonus**

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

6.2. ADDITIONAL HOLIDAY PAY : APPLICABLE ONLY TO GRADE 7 & 8 EMPLOYEES

(1) **Rates –**

- (a) Every employer registered in terms of this Agreement shall in respect of every grade 7 and grade 8 employee employed by him, pay additional holiday pay for each week of employment as follows –

Payable in respect of a Grade 7 employee:

- (i) For the period from the date of implementation as determined by the Minister of Employment and Labour to **31 August 2023:**



R100.77 per week

- (ii) For the period **01 September 2023 to 31 August 2024:**

R105.81 per week

- (iii) For the period **01 September 2024 to 31 August 2025:**

R111.10 per week.

Payable in respect of a Grade 8 employee:

- (i) For the period from the date of implementation as determined by the Minister of Employment and Labour to **31 August 2023:**

R115.18 per week

- (ii) For the period **01 September 2023 to 31 August 2024:**

R120.94 per week

- (iii) For the period **01 September 2024 to 31 August 2025:**

R126.99 per week.

- (a) Provided that:-

- (i) where a grade 7 or grade 8 employee receives or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall be payable on behalf of such employee in respect of that week, unless such lesser wages are attributable to absence from work –

(aa) owing to sickness or accident not exceeding in the aggregate 30 days in any one year;

(bb) because of short-time; or

- (ii) where in any leave cycle a grade 7 or 8 employee has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay by one-fifth of the weekly amount payable, in respect of each further day of absence through illness or accident.

- (2) **Payment of additional holiday pay to Council -**

Subject to the provisions of sub-clause (3) of this clause, the amounts payable in terms of sub-clause (1) of this clause shall be remitted by the employer monthly, but not later than the 10th day of the month immediately following that to which such amounts refer, together with a written statement of the names of the employees



concerned and the amount of the additional holiday pay being sent for each such employee to the secretary of the Regional Council in whose area of jurisdiction the establishment is situated.

Note:

- (a) Forms prepared specifically for the inclusion of the details required by this sub-clause are obtainable from the secretary of the Regional Council concerned.
- (b) Notwithstanding the provisions of sub-clause (2) of this clause, an employer may apply to the Regional Council concerned for an exemption in terms of which such additional holiday pay may be paid direct to the employee when he proceeds on annual leave.

(3) Effect of absence from work on additional holiday pay –

- (a) In cases where a grade 7 or grade 8 employee has been absent from work for the reasons specified under proviso (b)(i) and (ii) of sub-clause (1) of this clause, the additional holiday pay in terms of sub-clause (1) of this clause shall be paid by the employer direct to the beneficiary on or before each pay-day falling within his period of absence.
- (b) In cases where a grade 7 or grade 8 employee has been absent from work for the reason specified under proviso (b)(i) of sub-clause (1) of this clause, the additional holiday pay payable in terms of sub-clause (1) of this clause shall be paid direct to the beneficiary when he qualifies for or takes his annual leave.

(4) Payable before beginning of period of leave –

The additional holiday pay payable in terms of sub-clause (1) of this clause shall be payable to grade 7 and grade 8 employees when they proceed on annual leave, and application for it shall be lodged with the Regional Secretary concerned at least two weeks before the beneficiary's leave is due to begin.

(5) Deductions from additional holiday pay –

Except as provided elsewhere in this Agreement, no deduction from additional holiday pay shall be made as a set-off against any money that may be owing to the employer.

(6) Payment of additional holiday pay held as a result of incapacity or death –

Additional holiday pay held by a Regional Council or by an employer on behalf of an



employee who for health reasons or any other incapacity has become unable to continue at his occupation shall become payable immediately to the employee, and additional holiday pay due to an employee who dies in the course of his employment shall become payable immediately to his estate.

(7) **Special account –**

All amounts received in respect of additional holiday pay shall be placed in a special account operated by Regional Councils.

(8) **Payment of additional holiday pay to employee –**

Except as otherwise provided in this clause, additional holiday pay held on behalf of an employee shall be paid to him -

- (a) if he leaves the Industry, on the expiration of 52 weeks calculated from the date on which the additional holiday pay commenced to accrue;
- (b) while he is employed in the Industry, when he proceeds on annual leave, or earlier, at the discretion of the Regional Council concerned.

Note: The calculation is based on 52 or 53 (weeks), whichever is applicable.

(9) **Interest on late payment to Council –**

Should any amount due in terms of this clause not be received by the Council by 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in clause 22 of the Administrative Agreement, from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned

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

6.3. ADDITIONAL HOLIDAY PAY FOR APPRENTICES

- (1) Every employer shall in respect of every apprentice and trainee contracted to undergo artisan training under the Skills Development Act 97 of 1998 as amended, employed by him pay additional holiday pay for each week of employment as follows:



- (a) In the case of apprentices who have entered into three year contracts of apprenticeship:
- (i) For the period from the date of implementation as determined by the Minister of Employment and Labour to **31 August 2023**:
- | | |
|-----------------------------|---------------|
| For first year of contract | R57.96 |
| For second year of contract | R64.71 |
| For third year of contract | R88.28 |
- (ii) For the period **01 September 2023 to 31 August 2024**:
- | | |
|-----------------------------|---------------|
| For first year of contract | R60.86 |
| For second year of contract | R67.95 |
| For third year of contract | R92.69 |
- (iii) For the period **01 September 2024 to 31 August 2025**:
- | | |
|-----------------------------|---------------|
| For first year of contract | R63.90 |
| For second year of contract | R71.35 |
| For third year of contract | R97.32 |
- (b) In the case of apprentices who have entered into four year contracts of apprenticeship:
- (i) For the period from the date of implementation as determined by the Minister of Employment and Labour to **31 August 2023**:
- | | |
|-----------------------------|---------------|
| For first year of contract | R57.96 |
| For second year of contract | R63.55 |
| For third year of contract | R71.81 |
| For fourth year of contract | R88.28 |
- (ii) For the period **01 September 2023 to 31 August 2024**:
- | | |
|-----------------------------|---------------|
| For first year of contract | R60.86 |
| For second year of contract | R66.73 |
| For third year of contract | R75.40 |
| For fourth year of contract | R92.69 |



(iii) For the period **01 September 2024 to 31 August 2025:**

For first year of contract	R63.90
For second year of contract	R70.07
For third year of contract	R79.17
For fourth year of contract	R97.32

(c) Provided that –

(i) where an apprentice and trainees undergoing training under the Skills Development Act 97 of 1998 as amended, receives or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall be payable on behalf of such employee in respect of that week, unless such lesser wages are attributable to absences from work –

(aa) owing to sickness or accident not exceeding in the aggregate 30 days in any year;

(bb) because of short-time where permission has been granted;
or

(ii) where in any leave cycle an apprentice and trainees undergoing training under the Skills Development Act of 97 1998 as amended, has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay by one fifth of the weekly amount payable in respect of each further day of absence through illness or accident.

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

Note:

(a) Forms prepared specifically for the inclusion of the details required by this sub-clause are obtainable on application from the secretary of the Regional Council concerned.

(b) Notwithstanding the provisions of sub-clause (2), an employer may apply to the Regional Council concerned for an exemption in terms of which such

additional holiday pay may be paid direct to the employee when he proceeds on annual leave.]

- (c) In cases where an apprentice and trainee undergoing training under the Skills Development Act 97 of 1998 as amended, has been absent from work for the reasons specified in sub-clause (1)(c)(i)(aa) and (bb), the additional holiday pay payable in terms of sub-clause (1) of this clause shall be paid by the employer direct to the beneficiary on each payday falling within his period of absence.
- (d) The additional holiday pay payable in terms of sub-clause (1) of this clause shall be payable to apprentices and trainees undergoing training under the Skills Development Act 97 of 1998 as amended, when they proceed on annual leave, and application for it shall be lodged with the Regional Secretary concerned at least two weeks before the beneficiary's leave is due to commence.
- (e) Subject to the provisions of clause 7.1(4) of Division A of this Agreement, no deductions from additional holiday pay shall be made as a set-off against any moneys which may be owing to the employer.
- (f) 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 21 of the Administrative Agreement, from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

CLAUSE 7: TERMINATION OF EMPLOYMENT

7.1. TERMINATION OF SERVICE

(1) Period of Notice

A. Division B employees

- (a) Subject to the provisions of any written Agreement between employer and employee stipulating a period in excess of that provided for in this clause, an employer or his employee shall give notice of intention to terminate a



contract of service of not less than one week in the case of weekly-paid employees and two weeks in the case of monthly-paid employees; provided that in the event of an employer cancelling or changing a contract providing for the payment of commission to a parts salesperson or supply sales person and such employee gives notice of his intention to terminate his contract of employment, the employee may at his option reduce the notice period to one week, notwithstanding any written Agreement stipulating longer notice.

- (b) The notice referred to in sub-clause (1) hereof shall be given in writing, shall take effect from the day on which it is given and may be given on any day of the week or month: Provided that the period of notice shall not run concurrently with, nor shall notice be given during the employee's absence on annual leave or sick leave.

B. All other employees

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

- (b) The notice referred to in sub-clause (1) hereof shall be given in writing, shall take effect from the day on which it is given and may be given on any day of the week or month: Provided that the period of notice shall not run concurrently with, nor shall notice be given during the employee's absence on annual leave or sick leave.

(2) Termination without notice

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

Provided that this sub-clause shall not affect –

- (a) the right of an employer or employee to terminate the contract without notice for misrepresentation or any cause recognised by law as sufficient;
- (b) a written Agreement between an employer and his employee which provides



for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

- (i) the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon;
- (c) the right of an employer to claim whatever notice forfeiture is applicable in the case of an employee who deserted:

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

(3) Formalities regarding notice of termination

The notice prescribed in sub-clause (1) may be given on any work-day and shall take effect from the day on which it is given: Provided that –

- (a) the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on annual leave.
- (b) notice shall not be given during an employee's absence on sick leave granted either in terms of clause 5.2 of Division A or any sick fund scheme conducted by the Council unless such employee is permanently unfit for normal work.
- (c) Notice of termination of a contract of employment must be given in writing except when it is given by an illiterate employee.
- (d) If an employee who receives notice of termination indicates to his employer that he is not able to understand it, the notice must be explained orally by, or on behalf of, the employer to the employee in an official language the employee reasonably understands.

(4) Desertion of employee

Notwithstanding anything to the contrary contained in this Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to in sub-clauses (1) and (2) above, the employer shall be entitled to recover such amount from other benefits (if any) accruing to such employee at the time of his desertion.

7.2. SUSPENSION OF COMMISSION EARNERS

An employee who is a commission earner, who is suspended pending a disciplinary

hearing, shall receive his remuneration in the event that he is not found guilty. For the purposes of this clause, remuneration shall be calculated as provided in Clause 5.1(1)(c), i.e. an employee found not guilty will be paid basic wages plus average commission earned as calculated in terms of Clause 5.1(1)(c).

7.3. RETRENCHMENT PAY

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

Provided further that –

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



7.4. DESERTION

(1) Desertion

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

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

(2) Recovery of outstanding moneys

Employers may deduct or set-off upon termination of service of employment from all moneys owing to an employee except pension and/or provident funds in respect of loans in terms of a signed acknowledgment of debt.

7.5. CERTIFICATE OF SERVICE

An employer shall, when requested by an employee upon the termination of his employment, supply such employee with a certificate of service showing full names of the employer and employee, the nature of the employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination:

Provided that where in the Main Agreement the wage of any employee is determined by length of service, it shall be incumbent on the employee to produce a certificate of service to his new employer on change of employment in order to become entitled to such remuneration prescribed for length of service.

CLAUSE 8: ENFORCEMENT

8.1. EXEMPTIONS

(1) General Exemption from all Clauses

- (a) Notwithstanding sub clause 8.1(3), exemptions from any of the provisions of any of the Council's Agreements may be granted by the Council or Regional



Councils, to any party on application.

- (b) Application for exemption shall be made to the secretary of the Regional Council within whose area the applicant operates or is employed.
- (c) 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.
- (d) The secretary of the Regional Council or the General Secretary of the Council, as the case may be, shall issue to every person granted exemption, a licence signed by him setting out -
 - (i) the name of the person concerned;
 - (ii) the provisions of this Agreement from which exemption is granted;
 - (iii) the conditions subject to which such exemption is granted; and
 - (iv) the period during which the exemption shall be valid.
- (e) In respect of establishments registered under Chapters II or III of this Agreement, the following exemptions procedure applies:
 - (i) An employer that applies for an exemption in order to pay a lesser wage increase or to be exempted from paying on actuals shall complete the wage exemption application form available on request from the local Regional Councils.
 - (ii) The employer shall consult its employees on the employer's intention to apply for an exemption and the application for exemption must contain details and proof of the consultation process.
 - (iii) The employer, in the application shall furnish all relevant financial information supporting the motivation for the exemption applied for.
 - (iv) The employer shall lodge the application for exemption with the local Regional Council and the employer shall specify that it is a Chapter II or III application for an exemption and the employer shall specify the exact nature of the exemption applied for as prescribed in paragraph (e)(i) of this clause.
 - (v) The Regional Council shall make a decision on the application for an exemption within 30 days from the date upon which the application was lodged with the Regional Council.
 - (vi) If the application of a non-party establishment for the exemption is



rejected, the employer may lodge an appeal with the Independent Board and if the application of a Party establishment is rejected the employer may appeal to the National Council.

- (f) The Secretary of the Regional Council or the General Secretary of the Council, as the case may be, shall -
- (i) number consecutively all licences issued;
 - (ii) retain a copy of each licence issued; and
 - (iii) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.
- (g) The Secretary of the Regional Council or the General Secretary, as the case may be, shall issue to every person granted a licence, a letter of authority signed by him setting out, read with the changes required by the context, the information referred to in sub-clauses (e) and (f) above.

(2) **Exemption from the Motor Industry's Retirement Funds**

- (a) When applications for exemption are received from employers or a group of employees, requesting exemption from the Motor Industry's retirement funds in order to join an alternative approved fund, the following shall be observed:
- (i) The alternative fund must be a properly structured pension/provident/ retirement fund registered in terms of the Pension Funds Act.
 - (ii) Applications for exemption submitted by an employer on behalf of its employees to be exempted from the industry's retirement funds shall be made on an official company letterhead and shall be signed by the employer or its duly authorized representative.
 - (iii) Applications for exemption submitted by a group of employees to be exempted from the industry's retirement funds, shall be made on an official company letterhead from the company that they are employed at, and shall be signed by each employee or his/her duly authorized representative.
 - (iv) The contributions to the alternative fund by both employer and employee shall be at least the equivalent to that required by the industry's funds respectively.



- (v) The waiting period for membership to the alternative fund(s) may not be longer than 6 months.
 - (vi) All new alternative funds' benefits shall be collectively better than those of the industry's funds and the benefits of all existing funds which at present enjoy exemption shall be equal to or better than those of the industry's funds.
 - (vii) Membership of an alternative fund that complies with these criteria shall be compulsory when an exemption is granted from membership of the Industry funds.
 - (viii) In the event that a dispute arises as a result of the rejection of such application, the dispute shall be referred to an agreed neutral third party or parties, qualified in the matters of retirement funds, who shall observe the provisions of this clause and who shall make a final and binding ruling.
- (b) The Secretary of the Regional Council or the General Secretary, as the case may be, shall issue to every person granted a licence, a letter of authority signed by him setting out, read with the changes required by the context, the information referred to in sub-clause (1) of this clause.
- (3) **Exemptions relating to actual/guaranteed increases**
- (a) Individual employers seeking exemption to pay a lesser actual wage increase and/or a guaranteed increase or to be exempted from paying such, must obtain the wage exemption application form available on request from their local Regional Council.
 - (b) Applications for exemption not to pay the agreed prescribed minimum wage increases will not be accepted or considered in terms of these exemption procedures.
 - (c) The application must be lodged with the Regional Council and must include the following supporting documents –
 - (i) Formal financial information
 - (ii) A written motivation
 - (iii) Details and proof of the consultation process between the employer, employees and relevant MIBCO Trade Unions.
 - (d) Applications must be lodged with the Regional Council and scrutinized within 21 days from the date the Council has circularized all employers with the amending Agreements and wage schedules, either hand-delivered or by registered mail or by fax or E-mail, in the prescribed



format.

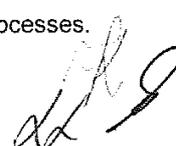
- (e) The Wage Exemptions Board will make a decision on the application within 14 days of the conclusion of the first period, i.e. 21 days as referred to in sub-clause (d) hereof.
- (f) Applicant employers will be advised of the outcome within seven days by fax where applicable and by registered mail.
- g) Establishments may appeal to the Independent Board within 14 calendar days from the date of receipt of the registered post or fax advising of the rejection of the application.

(g) Appeal hearings will be attended by the Council's Auditors to assist with the interpretation of the financial information.

8.2. EXEMPTION APPEALS

(1) In terms of section 32(3)(e) of the Act the Council hereby establishes an independent body, to be known as the Independent Board, to consider appeals from parties and non-parties against a refusal by the Exemptions Boards of a party's or non-party's application for exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council. The following provisions shall apply to the Independent Board:

- (a) The Council shall appoint 6 (six) independent persons (Members) to constitute the Independent Board, for the avoidance of doubt, such persons shall not be representative, office bearer or official of the council or party to the Council or any of its collective bargaining agreements. The independent persons shall be appointed for a period of 12 (twelve) months and shall possess *inter alia* the following qualities:
 - (i) the ability to be objective, independent and impartial;
 - (ii) sound decision-making skills;
 - (iii) leadership qualities, particularly in respect of exercising sound judgment;
 - (iv) be a person in whose impartiality and integrity the public can have confidence;
 - (v) understand and comply with confidentiality requirements;
 - (vi) working knowledge and experience of labour and collective bargaining matters; and
 - (vii) knowledge and understanding of judicial / quasi-judicial processes.



- (b) The Council shall determine such other terms of appointment of Members of the Independent Board subject to the provisions of the Labour Relations Act.
- (2) Any non-party employer may lodge an appeal with the Independent Board against the Council's or Regional Council's decision, as the case may be, to refuse to grant an application for an exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council, in which event the following procedure shall apply:
- (a) An appeal shall be in writing and shall be addressed to the General Secretary of the Council or the Secretary of the Regional Council, as the case may be, for consideration by the Independent Board.
- (b) All appeals lodged by non-parties shall be considered by the Independent Board with due regard to the appeals criteria set out in sub-clause(7) below.
- (c) All appeals shall be substantiated or motivated by the applicant and shall include the following details:
- (i) the period for which the appeal is required;
- (ii) the Agreement and clauses or sub clauses of the Agreement from which appeal is required;
- (iii) proof that the appeal applied for has been discussed by the employer, his employees and their respective representatives; and the responses resulting from such consultation, either in support of or against the application, are to be included with the appeal.
- (3) The Independent Board may, having regard to the individual merits of each appeal, grant or refuse the appeal if -
- (a) it does not undermine the agreement;
- (b) it is fair to the employer or his employees and other employers and employees in the industry.
- (4) The Independent Board shall deal with all appeals within 30 days of the date on which the appeal was submitted.
- (5) Once the Independent Board has granted an appeal, it must issue a certificate and advise the applicant(s) accordingly within 14 days of the date of its decision.
- (6) When the Independent Board dismisses or dismisses part of an appeal it shall advise the applicant(s) within 14 days of the date of such decision.



- (7) **Appeal criteria:** The Independent Board must consider all appeals with reference to the following criteria:
- (a) the written substantiation and motivation submitted by the applicant;
 - (b) the extent of consultation with and the petition for or against granting the appeal as provided by employers or employees who are to be affected by the appeal if granted;
 - (c) the scope of appeal required;
 - (d) the infringement of basic conditions of employment rights;
 - (e) the fact that a competitive advantage is not created by the appeal;
 - (f) the viewing of the appeal from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
 - (g) the extent to which the proposed appeal undermines collective bargaining and labour peace in the Motor Industry;
 - (h) any existing special economic or other circumstances which warrant the granting of the appeal;
 - (i) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
 - (j) any recommendation from the Council.

8.3. RESOLUTION OF DISPUTES

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



- (4) The provisions of this clause stand in addition to any other legal remedy through which the Council may enforce a collective Agreement.
- (5) The arbitrator's decision shall be final and binding subject to the parties' right of review to the Labour Court.
- (6) Any other dispute shall have the same meaning as defined in the Act and shall be dealt with in terms of section 51 of the Act.

CLAUSE 9: GENERAL

9.1. OUTWORK

No employee shall –

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

9.2. DRIVING OF MOTOR VEHICLES

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



9.3. DAMAGE TO VEHICLES AND/OR LOSS OF PROPERTY AND/OR ASSETS

(1) **Damage to vehicles:**

Subject to Clause 3.9 (9) of Division A of this Agreement, in the event of damage to a vehicle, no employer shall deduct any excess amount incorporated in an insurance policy or damages from any employee who is required or permitted to drive a motor vehicle, nor shall any employer be permitted to deduct damages from any employee in the absence of insurance cover:

Provided that such excess amounts or damages may be deductible if a formal disciplinary hearing was conducted and the employee was found guilty of -

- (a) having driven the vehicle under the influence of alcohol or drugs; and/or
- (b) negligent driving; and/or
- (c) reckless driving; and/or
- (d) wilful damage to the vehicle; and/or
- (e) having driven the vehicle without the permission of the employer.

(2) **Damage and/or loss of property or assets:**

Subject to Clause 3.9 (9) of Division A of this Agreement, in the event of damage and/or loss to company property or assets (excluding motor vehicles), or the property of the customer, no employer shall deduct any excess amount incorporated in any insurance policy or damages from any employee, nor shall any employer be permitted to deduct damages from any employee in the absence of Insurance cover; Provided that such excess amounts or damages may be deductible if a formal disciplinary hearing was conducted and the employee was found guilty of wilful damage and/or gross negligence to company property or assets, or the property of a customer.

9.4. SUPPLY OF OVERALLS AND GARMENTS

(1) **Overalls**

Every employer shall supply, free of charge, to each of his workshop employees other than chars, watchmen, general workers and drivers, three first grade overalls during each yearly cycle of employment: Provided that two overalls are supplied at the beginning of the cycle and the third overall after six months' employment.

Definition:

For the purposes of this clause "yearly cycle of employment" shall mean a period of 12 months continuous employment with the same employer and shall be calculated



from the date of commencement of employment with such employer.

(2) **Garments:**

Every employer who requires any Division B employee to wear a uniform, overall, dustcoat or apron shall provide such garment free of charge.

Employees supplied with garments in terms of this Agreement shall maintain such garments in a clean condition.

(3) **Ownership**

The employer remains the owner of any item supplied to an employee by him free of charge in terms of this clause.

(4) **Keeping of a register:**

Every employer who supplies garments to Division B employees and to employees in establishments registered under Chapters I and IV of Division C shall -

- (a) keep available for inspection at all times a register in which shall be recorded in ink
- (i) the names of all employees concerned;
 - (ii) the date of issue of the garments;
 - (iii) the number of garments issued.
- (b) The signature of the employee concerned to each record in terms of the preceding paragraph shall be evidence of the receipt by the employee of such garments.

(5) **Protective clothing**

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

9.5. SUPPLY OF TOOLS

- (1) Where any of the following articles are required in an establishment registered under Chapters I, II or IV of Division C of this Agreement, an employer shall provide them free of charge:
- Electrical and/or pneumatic drilling machines;
 - benches and vices;
 - jacks and trestles;



- emery wheels;
 - blocks and tackles or cranes;
 - grease guns or other greasing apparatus;
 - extension lights with a maximum of one globe per month;
 - waste or sweat rags;
 - means for cleaning greasy parts;
 - hacksaw blades;
 - 203 mm files and over;
 - one mechanic's cradle in respect of each artisan motor mechanic employed in the employer's workshop;
 - trimmers sewing machines;
 - stud extractors;
 - drills of over 9,525 mm;
 - reamers of all sizes;
 - screwing tackles;
 - stocks and dies and taps;
 - blow lamps;
 - all special spanners;
 - hammer of 1 361 g and over;
 - Stilson wrenches over 305mm;
 - wringing irons;
 - large soldering irons;
 - rivet sets;
 - valve seat cutters;
 - valve grinding compounds;
 - micrometers;
 - hydrometers and electrical testing and fault-finding apparatus;
 - blacksmith's tools;
 - other such tools as are customarily supplied by employers
- (2) In the event of any employee who is engaged in repetition work requiring large numbers of drills or files or similar breakable tools, these shall be provided by the employer.
- (3) An employer may require each of his artisans to supply his own tools for own use in the course of his work.
- (4) In respect of an establishment registered under Chapter I of Division C of this



Agreement, an employer shall provide each repair shop assistant and body shop assistant in his employ and all employees, other than artisans, with the tools they require for the adequate performance of their duties, and such tools shall remain the property of the employer.

- (5) An apprentice who uses his own tools in the course of his employment shall be paid for the period from the date of implementation as **determined by the Minister of Employment and Labour to 31 August 2025:**

(a) **R 33.39** per week

with a maximum of:

(b) **R 5 008.61** for apprentices engaged from the implementation date as **determined by the Minister of Employment and Labour to 31 August 2025.**

over to a three period in addition to his normal remuneration, except in the case of an apprentice spray-painter, who shall be paid:

(i) for the period from the date of implementation as **determined by the Minister of Employment and Labour to 31 August 2025:**

83 cents per week

in addition to his normal remuneration.

- (6) Every employer shall insure the required tools as per the prescribed tool list according to its replacement value. The maximum amount of insurance shall be determined after a proper inventory of tools in his possession has been submitted by the employee to the employer. The maximum amount of actual insurance shall be reviewed from time to time, as and when the inventory of tools changes.
- (7) Any loss through fire or theft of the nature referred to in sub-clause (6) in excess of the replacement value shall be borne by the employee concerned.
- (8) In the event of any of the tools provided by an artisan or apprentice being lost, missing or not available for any reason, other than those referred to in sub-clause (6), the artisan or apprentice concerned shall replace, renew or recondition such tools at his own expense.
- (9) If any apprentice fails to replace, renew or recondition such tools, his employer shall have the right to discontinue payment of the tool allowance provided for in sub-clause (5) until such time as the apprentice concerned complies with the provisions of sub-clause (8).



- (10) In every establishment in which apprentices are employed, the employer shall cause to be displayed, in a place readily accessible to his employees, a copy of the tool list approved by the Council.
- (11) Any apprentice who works less than 23 hours in any one week shall not be entitled to any tool allowance in respect of that week.
- (12) The tool allowance referred to in this clause shall be paid at the same time as the apprentice's wages are paid, and no employer shall require or permit any apprentice to repay him the whole or part of any tool allowance, nor shall he do any act or cause or permit any act to be done as a direct or indirect result of which any apprentice is deprived of the benefit or any part of the benefit of such allowance, save as provided in sub-clauses (9) and (11).
- (13) The tools referred to in sub-clauses (3), (5), (6), (8) and (10) of this clause, are the tools listed for the category of employee concerned in Annexure C to this Agreement.

9.6. PUBLIC HOLIDAYS

- (1) Employees shall be entitled to leave on full pay on all days that are public holidays in terms of section 1, or declared as such under section 2 of the Public Holidays Act, 1994.
- (2) Whenever an employee works on a statutory public holiday in respect of which he is entitled to leave on full pay in terms of sub-clause (1), his employer shall pay him double his hourly rate for each hour or part of an hour worked on such day.
- (3) Whenever one of the statutory public holidays referred to in sub-clause (1) falls on a non-working day, other than a Sunday, an employee who works on such statutory public holiday shall be remunerated at the rates prescribed in clause 4.2 of this Division.
- (4) A forecourt attendant who has been given not less than three days' notice by his employer that he will be required to attend his place of employment on any of the statutory public holidays but, who nevertheless fails to report for duty on such public holiday shall there-by forfeit his right to any holiday pay to which he would otherwise be entitled in terms of this clause.
- (5) An employer may exchange a public holiday for another day by Agreement with an employee without incurring a penalty.



DIVISION B

CLAUSE 1: SCOPE OF APPLICATION

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

National Wage Threshold:

For the period from the date of implementation of the National Wage Threshold as determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act.

SCHEDULE

ADMINISTRATIVE AGREEMENT

Clause 7	-	Deductions from Earnings
Clause 15	-	Employees' Representatives on the Council
Clause 16	-	Prohibition of Cession of Benefits

MAIN AGREEMENT - DIVISION A

Clause 2	-	Definitions
Clause 3.8	-	Payment of Earnings
Clause 3.9	-	Deductions from Earnings
Clause 3.12	-	Commission Work
Clause 3.14	-	Travelling Allowances
Clause 5.1	-	Leave
Clause 5.2	-	Sick Leave
Clause 5.3	-	Maternity Leave
Clause 5.4	-	Other Parental Leave
Clause 7.1	-	Termination of Service



Clause 7.3	-	Retrenchment Pay
Clause 7.4	-	Desertion
Clause 7.5	-	Certificate of Service
Clause 9.1	-	Outwork
Clause 9.3	-	Damage and/or Loss of Property or Assets
Clause 9.6	-	Public Holidays

MAIN AGREEMENT - DIVISION B

Clause 1	-	Scope of Application
Clause 2(1)	-	Wages

- (b) Notwithstanding the provisions of sub-clause (2)(a) of this clause or any other provisions to the contrary, employees earning in excess of the –

National Wage Threshold:

For the period from the date of implementation of the National Wage Threshold as determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act.

Excluding commission on sales, shall not be required to work overtime other than on a voluntary basis, free from any form of coercion, intimidation or victimisation.

- (3) Notwithstanding the provisions of sub-clause (2) of this Clause, the provisions of clause 13 of the Administrative Agreement shall apply to employees who are members of the MISA or the National Union of Metalworkers of South Africa, regardless of their earnings.
- (4) (a) Notwithstanding the provisions of sub-clause (1) of this clause, the provisions of Division A on hours of work shall apply to all motor vehicle salespersons or supply salespersons, and the provisions of Division A on overtime and Sunday work shall not apply to any motor vehicle salesperson or supply salesperson, regardless of earnings.
- (b) The provisions of clause 6.1 (1) of this Division shall be applicable to all employees, excluding commission on sales, receiving up to –
- (i) For weekly earners –
- is the sum of the published National Wage Threshold divided by 52 or 53 (weeks), whichever is applicable;
- (ii) For monthly earners –

is the sum of the published National Wage Threshold divided by 12 (months)

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

NOTE: Division B employees employed at Chapter III establishments whose annual earnings is less than the National Wage Threshold as set out in the schedule, per period, below will be eligible for annual increases on actual earnings as stipulated hereunder:

National Wage Threshold:

For the period from the date of implementation of the National Wage Threshold as determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act –

- (a) For weekly earners –

is the sum of the published National Wage Threshold divided by 52 or 53 (weeks), whichever is applicable;

- (b) For monthly earners –

is the sum of the published National Wage Threshold divided by 12 (months)

CLAUSE 2: WAGES

NOTE: If the CPI in respect of the month of June of the applicable year exceeds the percentage increase the higher percentage shall apply.

- (1) The following minimum wages for the periods as specified hereunder shall be paid by an employer to each of the employees of the classes specified in the following wage schedules in the area of the region in which the establishments is situated and no employee shall accept a wage lower than that specified for his class in such area;

Definitions:

- (a) **"Experience"**, for the purposes of this clause, means the period or periods of employment that an employee has had either with his present or any other employer in the particular occupation in which he is employed:

Provided that only periods of employment in the Motor Industry shall count for this purpose in the case of employees mainly or exclusively engaged in the maintenance of stock records, and in the case of costing clerks, shop

assistants, storekeepers and travellers: Provided further that experience in relation to a typist, storekeeper, timekeeper or telephone operator shall mean the total period or periods of employment which such employee has had as a typist, storekeeper, timekeeper or telephone operator respectively.

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

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

2. **Guaranteed Wage Increases:**

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

(2) **WAGE SCHEDULES:**



SECTORS: 1, 2, 3, 4, 5 and 7

- (a) Minimum wages for the period from the date of implementation as determined by the Minister of Employment and Labour to 31 August 2023

Employee Class	Minimum Wages	
	Sectors 1,2,3,4,5 & 7	
	PW	PM
a) Office, stores sales and Clerical employee-		
during 1st year of experience	1476.15	6396.65
during 2nd year of experience	1684.32	7298.72
during 3rd year of experience	1939.79	8405.76
thereafter	2252.07	9758.97
b) Motor vehicle sales person-		
during 1st year of experience	1781.06	7717.93
thereafter	2296.32	9950.72
c) Bookkeeper	2895.49	12547.12
d) Accountant	4925.69	21344.66
e) Parts salesperson -		
during 1st year of experience	1856.43	8044.53
thereafter	2280.45	9881.95
f) Traveller -		
during 1st year of experience	1864.09	8077.72
thereafter	2280.45	9881.95
g) Supply sales person -		
during 1st year of experience	1864.09	8077.72
during 2nd year of experience	2135.22	9252.62
during 3rd year of experience	2393.49	10371.79
thereafter	2568.65	11130.82
h) Part-time employees	*	*

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

(b) Minimum wages for the period 01 September 2023 to 31 August 2024 –

Employee Class	Minimum Wages	
	Sectors 1,2,3,4,5 & 7	
	PW	PM
a) Office, stores sales and Clerical employee-		
during 1st year of experience	1549.96	6716.49
during 2nd year of experience	1768.54	7663.67
during 3rd year of experience	2036.78	8826.05
thereafter	2364.67	10246.90
b) Motor vehicle sales person-		
during 1st year of experience	1870.11	8103.81
thereafter	2411.14	10448.27
c) Bookkeeper	3040.26	13174.46
d) Accountant	5171.97	22411.87
e) Parts salesperson -		
during 1st year of experience	1949.25	8446.75
thereafter	2394.47	10376.04
f) Traveller -		
during 1st year of experience	1957.29	8481.59
thereafter	2394.47	10376.04
g) Supply sales person -		
during 1st year of experience	1957.29	8481.59
during 2nd year of experience	2241.98	9715.25
during 3rd year of experience	2513.16	10890.36
thereafter	2697.08	11687.35
h) Part-time employees	*	*

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

(c) Minimum wages for the period 01 September 2024 to 31 August 2025 –

Employee Class	Minimum Wages	
	Sectors 1,2,3,4,5 & 7	
	PW	PM
a) Office, stores sales and Clerical employee-		
during 1st year of experience	1627.46	7052.33
during 2nd year of experience	1856.97	8046.87
during 3rd year of experience	2138.62	9267.35
thereafter	2482.90	10759.23
b) Motor vehicle sales person-		
during 1st year of experience	1963.62	8509.02
thereafter	2531.70	10970.70
c) Bookkeeper	3192.27	13833.17
d) Accountant	5430.57	23532.47
e) Parts salesperson -		
during 1st year of experience	2046.71	8869.08
thereafter	2514.19	10894.82
f) Traveller -		
during 1st year of experience	2055.15	8905.65
thereafter	2514.19	10894.82
g) Supply sales person -		
during 1st year of experience	2055.15	8905.65
during 2nd year of experience	2354.08	10201.01
during 3rd year of experience	2638.82	11434.89
thereafter	2831.93	12271.70
h) Part-time employees	*	*

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

DIVISION C**CHAPTER I****(ESTABLISHMENTS NOT REGISTERED UNDER EITHER CHAPTER II, III, IV OR V)****CLAUSE 1: SCOPE OF APPLICATION**

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

CLAUSE 2: WAGES

- (1) The following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following wage schedules in the area of the region in which the establishment is situated, and no employee shall accept a wage lower than that specified for his/her class in such area.

Notes:

- (a) An employer shall pay his employees who are earning above the prescribed minimum wages at the time of publication of this Agreement, the guaranteed wage increases as set out in Division D of this Agreement.
- (b) For the minimum prescribed wages for Sector 6 please refer to clause 3(2) of Division D of this Agreement.
- (c) In the case of monthly paid employees, the minimum salary shall be fifty two (52) times the amount of the weekly wage quoted in these schedules divided by twelve (12).

Note: The calculation is based on 52 or 53 (weeks), whichever is applicable.

- (2) **Definitions:**

“**experience**” for the purposes of this clause, means the total period or periods of employment which an employee has had with either his present or any other employer in the particular occupation in which he is employed.

- (3) **WAGE SCHEDULES:**



SECTORS 4, 5 & 7

- (a) Minimum wages for the period from the date of implementation as determined by the Minister of Employment and Labour to 31 August 2023 –

Employee Class (Excluding Sector-6 & Chapter 3)	Minimum Wages	
	PW	PH
Grade 1		
Forecourt Attendant	1746.45	38.81
Char	1350.45	30.01
Parking Garage Attendant	1107.00	24.60
Grade 1	1164.60	25.88
Grade 2		
Cashier	1795.05	39.89
Grade 2	1563.75	34.75
Grade 3	1692.90	37.62
Grade 4	1849.05	41.09
Grade 5	2061.45	45.81
Grade 6	2476.35	55.03
Grade 7	3084.30	68.54
Grade 8	3526.20	78.36
Watchman	1424.60	*

Note: Sector 5 prescribed wages above are applicable from the date of implementation as determined by the Minister of Employment and Labour to 31 August 2023.

Apprenticeship and learnership minimum wages for the period from the date of implementation as determined by the Minister of Employment and Labour to 31 August 2023 –

Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1772.55	39.39
Second Year	2198.25	48.85
Third Year	2701.80	60.04
4 Year Trade		
First Year	1772.55	39.39
Second Year	1944.00	43.20
Third Year	2198.25	48.85
Fourth Year	2701.80	60.04
NQF Learnership		
Level 1	1772.55	39.39
Level 2	1944.00	43.20
Level 3	2198.25	48.85
Level 4	2701.80	60.04

CBMT		
Level 1	1690.20	37.56
Level 2	2110.95	46.91
Level 3	2537.55	56.39
Level 4	2953.80	65.84

(b) Minimum wages from 01 September 2023 to 31 August 2024 –

Employee Class (Excluding Sector-6 & Chapter 3)	Minimum Wages	
	PW	PH
Grade 1		
Forecourt Attendant	1851.30	41.14
Char	1417.95	31.51
Parking Garage Attendant	1162.35	25.83
Grade 1	1222.65	27.17
Grade 2		
Cashier	1867.05	41.49
Grade 2	1642.05	36.49
Grade 3	1777.50	39.50
Grade 4	1941.30	43.14
Grade 5	2164.50	48.10
Grade 6	2600.10	57.78
Grade 7	3238.65	71.97
Grade 8	3702.60	82.28
Watchman	1495.83	*

Note: Sector 5 prescribed wages above are applicable from the **01 September 2023** to **31 August 2024**, and –

- (i) Be effective from 01 September 2023 or earlier according to the date that the **fuel margin adjustment** is issued by the **Department of Minerals and Energy (DMRE)**.
- (ii) Provided that the **Minister of the DMRE** adjusts and allocates additional retail margin (i.e. additional to that which is required to implement the increases agreed to above) to compensate Sector 5 businesses for payment of wages and salaries, Sector 5 will add an additional 1% to the agreed forecourt attendant increases above.
- (iii) The wage rates for forecourt attendants in terms of sub-clause (ii) above will be ratified in accordance with a wage notice from the Council.

Apprenticeship and learnership minimum wages from 01 September 2023 to 31 August 2024 –

Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1861.20	41.36
Second Year	2308.05	51.29
Third Year	2836.80	63.04
4 Year Trade		
First Year	1861.20	41.36
Second Year	2041.20	45.36
Third Year	2308.05	51.29
Fourth Year	2836.80	63.04
NQF Learnership		
Level 1	1861.20	41.36
Level 2	2041.20	45.36
Level 3	2308.05	51.29
Level 4	2836.80	63.04
CBMT		
Level 1	1774.80	39.44
Level 2	2216.70	49.26
Level 3	2664.45	59.21
Level 4	3101.40	68.92

(c) **Minimum wages from 01 September 2024 to 31 August 2025 –**

Employee Class (Excluding Sector-6 & Chapter 3)	Minimum Wages	
	PW	PH
Grade 1		
Forecourt Attendant	1962.45	43.61
Char	1489.05	33.09
Parking Garage Attendant	1220.40	27.12
Grade 1	1283.85	28.53
Grade 2		
Cashier	1941.75	43.15
Grade 2	1723.95	38.31
Grade 3	1866.60	41.48
Grade 4	2038.50	45.30
Grade 5	2272.95	50.51
Grade 6	2730.15	60.67
Grade 7	3400.65	75.57
Grade 8	3887.55	86.39
Watchman	1570.62	*

Note: Sector 5 prescribed wages above are applicable from the **01 September 2024** to **31 August 2025**, and –

- (i) Be effective from 01 September 2024 or earlier according to the date that the fuel margin adjustment is issued by the Department of Minerals and Energy (DMRE).
- (ii) Provided that the Minister of the DMRE adjusts and allocates additional retail margin (i.e. additional to that which is required to implement the increases agreed to above) to compensate Sector 5 businesses for payment of wages and salaries, Sector 5 will add an additional 1% to the agreed forecourt attendant increases above.
- (iii) The wage rates for forecourt attendants in terms of sub-clause (ii) above will be ratified in accordance with a wage notice from the Council.

Apprenticeship and learnership minimum wages from 01 September 2024 to 31 August 2025 –

Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1954.35	43.43
Second Year	2423.25	53.85
Third Year	2978.55	66.19
4 Year Trade		
First Year	1954.35	43.43
Second Year	2143.35	47.63
Third Year	2423.25	53.85
Fourth Year	2978.55	66.19
NQF Learnership		
Level 1	1954.35	43.43
Level 2	2143.35	47.63
Level 3	2423.25	53.85
Level 4	2978.55	66.19
CBMT		
Level 1	1863.45	41.41
Level 2	2327.40	51.72
Level 3	2797.65	62.17
Level 4	3256.65	72.37

CLAUSE 3: RATIO

- (1) Notes:
- (a) For special provisions relating to the ratio refer to Clause 5 of Division D of this Agreement.
 - (b) Where an employer carries on business in more than one establishment in the Motor Industry the provisions of this clause shall be observed in relation to each single establishment on its own.

(2) **Definitions**(a) **Auto-electrician's assistant –**

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

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

- (b) (**PR artisan** - An employer shall not employ a PR artisan unless he has at least one artisan actively engaged in his workshop, and the number of PR Artisan employed shall at no time exceed the number of artisans actively engaged in the workshop by more than one.

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

(c) **Body shop assistant**

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

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

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

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

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

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

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

(f) **Repair shop assistants –**

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

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

- (g) **Scooter workers** - An employer shall not employ a scooter worker unless he has at least one artisan motor mechanic or motor cycle mechanic actively engaged in his workshop, and the number of scooter workers employed shall at no time exceed the number of motor mechanics and motor cycle mechanics employed by more than one.

CHAPTER II

(VEHICLE BODY BUILDING ESTABLISHMENTS)

CLAUSE 1: SCOPE OF APPLICATION AND REGISTRATION

- (1) The provisions of this Chapter and all the provisions of Divisions A and B shall apply to vehicle body building establishments registered as such by the Council: Provided that where the provisions of Divisions A and B are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.
- (2) (a) Application for registration as a vehicle body building establishment for the purposes of this Chapter shall be made by the employer to the Council or the Regional Council having jurisdiction in such form as may be prescribed, and the Council may, in its discretion, register the establishment concerned for such period and subject to such

terms and conditions as it may determine and shall issue the employer with a certificate to the effect.

- (b) The Council may at any time withdraw or vary the terms of the certificate issued under paragraph (a) of this sub-clause and the employer shall, when so required, in writing, return the certificate to the Council within 10 days after receipt of such written notification.
- (3) No employer shall, unless so registered and validly in possession of the said certificate, employ any of the operative grades defined in this Chapter.
- (4) An employer whose vehicle body building establishment is not registered under sub-clause (2)(a) of this clause, shall in respect of such establishment be subject to the provisions of Chapter I of this Agreement.

CLAUSE 2: WAGES

(1) **Minimum wage**

Subject to the provisions of sub-clause (2) of this clause dealing with the setting bonus, the following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following wage schedules and no employee shall accept a wage lower than that specified for his class.

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

(2) **Setting Bonus**

The minimum weekly rates for operatives as prescribed in Schedules hereunder shall be **R5.57** per week from from the date of implementation as determined by the Minister of Employment and Labour to **31 August 2025**, if the employee at any time in the course of his duties sets and adjusts the machine(s) he operates.

(3) **WAGE SCHEDULES:**

- (a) Subject to the provisions of sub-clause (2) of this clause dealing with the setting bonus and the **minimum wage** for the period from the **date of implementation** as determined by the Minister of Employment and Labour to **31 August 2023**, that an employer shall pay to each of his employees of the under-mentioned classes shall

be as set out hereunder in Part A and B of the Schedule and no employee shall accept a wage lower than that specified for his class.

Employee Class	Minimum Wages	
	PW	PH
Grade 1	1164.60	25.88
Grade 2	1563.75	34.75
Grade 3	1692.90	37.62
Grade 5	2061.45	45.81
Grade 6	2476.35	55.03
Grade 7	3084.30	68.54
Grade 8	3526.20	78.36
Watchman	1424.60	*

Apprenticeship and learnership minimum wages for the period from the date of implementation as determined by the Minister of Employment and Labour to 31 August 2023 –

Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1772.55	39.39
Second Year	2198.25	48.85
Third Year	2701.80	60.04
4 Year Trade		
First Year	1772.55	39.39
Second Year	1944.00	43.20
Third Year	2198.25	48.85
Fourth Year	2701.80	60.04
NQF Learnership		
Level 1	1772.55	39.39
Level 2	1944.00	43.20
Level 3	2198.25	48.85
Level 4	2701.80	60.04
CBMT		
Level 1	1690.20	37.56
Level 2	2110.95	46.91
Level 3	2537.55	56.39
Level 4	2953.80	65.64

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

- (b) Subject to the provisions of sub-clause (2) of this clause dealing with the setting bonus and the minimum wage for the period **01 September 2023 to 31 August 2024**, that an employer shall pay to each of his employees of the under-mentioned classes shall be as set out hereunder in Part A and B of the Schedule and no employee shall accept a wage lower than that specified for his class.

Employee Class	Minimum Wages	
	PW	PH
Grade 1	1222.65	27.17
Grade 2	1642.05	36.49
Grade 3	1777.50	39.50
Grade 5	2164.50	48.10
Grade 6	2600.10	57.78
Grade 7	3238.65	71.97
Grade 8	3702.60	82.28
Watchman	1495.83	*

Apprenticeship and learnership minimum wages from 01 September 2023 to 31 August 2024 –

Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1861.20	41.36
Second Year	2308.05	51.29
Third Year	2836.80	63.04
4 Year Trade		
First Year	1861.20	41.36
Second Year	2041.20	45.36
Third Year	2308.05	51.29
Fourth Year	2836.80	63.04
NQF Learnership		
Level 1	1861.20	41.36
Level 2	2041.20	45.36
Level 3	2308.05	51.29
Level 4	2836.80	63.04
CBMT		
Level 1	1774.80	39.44
Level 2	2216.70	49.26
Level 3	2664.45	59.21
Level 4	3101.40	68.92

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

- (c) Subject to the provisions of sub-clause (2) of this clause dealing with the setting bonus and the minimum wage for the period **01 September 2024 to 31 August 2025** that an employer shall pay to each of his employees of the under-mentioned classes shall be as set out hereunder in Part A and B of the Schedule and no employee shall accept a wage lower than that specified for his class.

Employee Class	Minimum Wages	
	PW	PH
Grade 1	1283.85	28.53
Grade 2	1723.95	38.31
Grade 3	1866.60	41.48
Grade 5	2272.95	50.51
Grade 6	2730.15	60.67
Grade 7	3400.65	75.57
Grade 8	3887.55	86.39
Watchman	1570.62	*

Apprenticeship and learnership minimum wages from 01 September 2024 to 31 August 2025 –

Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1954.35	43.43
Second Year	2423.25	53.85
Third Year	2978.55	66.19
4 Year Trade		
First Year	1954.35	43.43
Second Year	2143.35	47.63
Third Year	2423.25	53.85
Fourth Year	2978.55	66.19
NQF Learnership		
Level 1	1954.35	43.43
Level 2	2143.35	47.63
Level 3	2423.25	53.85
Level 4	2978.55	66.19
CBMT		
Level 1	1863.45	41.41
Level 2	2327.40	51.72
Level 3	2797.65	62.17
Level 4	3256.65	72.37

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

CLAUSE 3: EMPLOYEES/RATIO

- (1) Subject to the provisions of sub-clause (4) of this clause, a vehicle body building establishment that is registered with the Council in terms of clause 1 of this Chapter may employ, in addition to apprentices and trainees in terms of clause 2.1(2) of Division A of this Agreement and the classes of employees referred to in clause 2 of Division B and clause 2 of Chapter I of Division C of this Agreement, any of the classes of employees referred to in clause 2 of this Chapter under the terms and conditions laid down in this Chapter:

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

- (a) At least one artisan shall be employed by an employer in each section of operations in a vehicle body building establishment in which any operative grades are employed.
- (b) No more than 15 operatives, grades BV, CV and DV, in the aggregate, shall be employed for each artisan employed in the section of a vehicle body building establishment in which the building of new bodies and trailers is undertaken.
- (c) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I of Division C relating to body shop assistants, PR Artisan and repair shop assistants shall not apply to vehicle body building establishments registered as such by the Council.

CHAPTER III**(MANUFACTURING ESTABLISHMENTS)****CLAUSE 1: SCOPE OF APPLICATION AND REGISTRATION**

- (1) The provisions of this Chapter and all the provisions of Divisions A and B shall apply to manufacturing establishments registered as such by the Council: Provided that where the provisions of Divisions A and B are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.
- (2) (a) Application for registration as a manufacturing establishment for purpose of this Chapter shall be made by the employer to the Council or the Regional Council having jurisdiction in such form as may be prescribed and the Council may, in its discretion, register the establishment concerned for such period and subject to such terms and

conditions as it may determine and shall issue the employer with a certificate to that effect.

- (b) The Council may at any time withdraw or vary the terms of a certificate issued under paragraph (a) of this sub-clause and the employer shall, when so required in writing, return the certificate to the Council within 10 days after receipt of such written notification.
- (c) An employer whose manufacturing establishment is not registered under paragraph (a) of this sub-clause shall in respect of such establishment be subject to the provisions of Chapter I of Division C of this Agreement.

CLAUSE 2: WAGES

(1) **Preamble:**

- (a) Negotiations are based on increases to actual and minimum wages as set out in this clause.
- (b) Employees in Chapter III establishments, inclusive of Division B employees employed at Chapter III establishments whose annual earnings is less than the than the National Wage Threshold as set out in the schedule, per period, below will be eligible for annual increases as stipulated in sub-clause (2) hereunder.

National Wage Threshold:

For the period from the date of implementation of the National Wage Threshold as determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act –

- (i) For weekly earners –
is the sum of the published National Wage Threshold divided by 52 or 53 (weeks), whichever is applicable;
- (ii) For monthly earners –

(2) is the sum of the published National Wage Threshold divided by 12 (months). **Actual Wages**

The following increases shall be paid on actual wages:

- (a) 7.5% in respect of the period from **the date of implementation as determined by the Minister of Employment and Labour to 31 August 2023.**
- (b) 6% in respect of the period **01 September 2023 to 31 August 2024.**
- (c) 6% in respect of the period **01 September 2024 to 31 August 2025.**

(3) **Set-off**

An employer who has granted an increase over and above the prescribed increases during the preceding 12 months may offset those increases against the increases set out below; provided that no wage increases shall be offset on more than one occasion.

(4) **Prohibition on Industrial Action**

The Parties undertake not to embark on any industrial action as a result of disputes on minimum wages and percentage increases relating to any other chapters of this Agreement provided the employer has implemented this Agreement and in which case any such industrial action is deemed to be unprotected.

(5) **Exemptions**

An employer may apply for an exemption in respect of the increases to actual wages as set out in this clause in accordance with sub-clause 8.1(1)(e) of Division A of this Agreement. clause 5 of the Administrative Agreement (administrative change).

(6) **Minimum Wage**

Subject to the provisions of sub-clause (7) of this clause dealing with bonuses, the minimum wage that an employer must pay to each of his employees of the under-mentioned classes must be as set out in the Schedules hereunder and no employee shall accept a wage lower than that specified for his class.

(7) **Bonus**

Employers shall permit employees for whom wages are prescribed for operatives Grade 3, 4, 5 & 6 in the Schedule to use measuring instruments and/or gauges and the minimum weekly prescribed wage must be increased if the employee at any time in the course of his or her duties uses –

- (a) vernier gauge and/or micrometer in which event the prescribed wage must be increased by **R15.36** from the date of implementation as determined by the Minister of Employment and Labour to **31 August 2025** per week; or
- (b) a tape and/or rule and/or square and/or sets and adjusts the machine he operates in which event the prescribed wage must be increased by **R10.24** from the date of implementation as determined by the Minister of Employment and Labour to **31 August 2025**.



(8) **WAGE SCHEDULES:**

- (a) Minimum wages from **the date of implementation** as determined by the Minister of Employment and Labour **to 31 August 2023 –**

PART A : MISCELLANEOUS

Employee Class	Minimum Wages	
	PW	PH
Grade 1	1291.95	28.71
Grade 2	1701.45	37.81
Grade 8	3833.55	85.19
Watchman	1520.99	*

PART B: OPERATIVES WHO MAY QUALIFY FOR SETTING BONUS

Employee Class	Minimum Wages	
	PW	PH
Grade 3	1840.50	40.90
Grade 4	2010.15	44.67
Grade 5	2241.90	49.82
Grade 6	2690.55	59.79

Apprenticeship and learnership minimum wages for the period from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2023 –**

Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1772.55	39.39
Second Year	2198.25	48.85
Third Year	2701.80	60.04
4 Year Trade		
First Year	1772.55	39.39
Second Year	1944.00	43.20
Third Year	2198.25	48.85
Fourth Year	2701.80	60.04
NQF Learnership		
Level 1	1772.55	39.39
Level 2	1944.00	43.20
Level 3	2198.25	48.85
Level 4	2701.80	60.04

CBMT		
Level 1	1690.20	37.56
Level 2	2110.95	46.91
Level 3	2537.55	56.39
Level 4	2953.80	65.64

(b) Minimum wages from 01 September 2023 to 31 August 2024 –

PART A : MISCELLANEOUS

Employee Class	Minimum Wages	
	PW	PH
Grade 1	1369.35	30.43
Grade 2	1803.60	40.08
Grade 8	4063.50	90.30
Watchman	1612.25	*

PART B: OPERATIVES WHO MAY QUALIFY FOR SETTING BONUS

Employee Class	Minimum Wages	
	PW	PH
Grade 3	1950.75	43.35
Grade 4	2130.75	47.35
Grade 5	2376.45	52.81
Grade 6	2852.10	63.38

Apprenticeship and learnership minimum wages from 01 September 2023 to 31 August 2024 –

Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1861.20	41.36
Second Year	2308.05	51.29
Third Year	2836.80	63.04
4 Year Trade		
First Year	1861.20	41.36
Second Year	2041.20	45.36
Third Year	2308.05	51.29
Fourth Year	2836.80	63.04
NQF Learnership		
Level 1	1861.20	41.36
Level 2	2041.20	45.36
Level 3	2308.05	51.29
Level 4	2836.80	63.04
CBMT		

Level 1	1774.80	39.44
Level 2	2216.70	49.26
Level 3	2664.45	59.21
Level 4	3101.40	68.92

(c) Minimum wages from 01 September 2024 to 31 August 2025 –

PART A : MISCELLANEOUS

Employee Class	Minimum Wages	
	PW	PH
Grade 1	1451.70	32.26
Grade 2	1911.60	42.48
Grade 8	4307.40	95.72
Watchman	1708.99	*

PART B: OPERATIVES WHO MAY QUALIFY FOR SETTING BONUS

Employee Class	Minimum Wages	
	PW	PH
Grade 3	2067.75	45.95
Grade 4	2258.55	50.19
Grade 5	2519.10	55.98
Grade 6	3023.10	67.18

Apprenticeship and learnership minimum wages from 01 September 2024 to 31 August 2025 –

Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1954.35	43.43
Second Year	2423.25	53.85
Third Year	2978.55	66.19
4 Year Trade		
First Year	1954.35	43.43
Second Year	2143.35	47.63
Third Year	2423.25	53.85
Fourth Year	2978.55	66.19
NQF Learnership		
Level 1	1954.35	43.43
Level 2	2143.35	47.63
Level 3	2423.25	53.85
Level 4	2978.55	66.19

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CBMT		
Level 1	1863.45	41.41
Level 2	2327.40	51.72
Level 3	2797.65	62.17
Level 4	3256.65	72.37

CLAUSE 3: EMPLOYEES

- (1) Subject to the provisions of sub-clause (2) of this clause, a manufacturing establishment that is registered with the Council in terms of clause 1 of this Chapter may employ, in addition to apprentices and trainees in terms of clause 2.1(2) of Division A of this Agreement and the classes of employees referred to in clause 2 of Division B and clause 2 of Chapter I of Division C of this Agreement, any of the classes of employees referred to in clause 2 of this Chapter under the terms and conditions laid down in this Chapter: Provided that where the provisions of Division A or B or Chapter I of Division C and the provisions of this Chapter are in conflict, the provisions of this Chapter shall obtain and have preference.
- (2) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I of Division C relating to body shop assistants, PR Artisan and repair shop assistants shall not apply to manufacturing establishments registered as such by the Council.

CHAPTER IV

(AUTOMOTIVE ENGINEERING ESTABLISHMENTS)

CLAUSE 1: SCOPE OF APPLICATION AND REGISTRATION

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

CLAUSE 2: WAGES**(1) Minimum wages**

The following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following wage schedules in the area of the region in which the establishment is situated and no employee shall accept a wage lower than that specified for his/her class in such area.

(2) Certificate of Service

On the assumption of duty with a new employer, an employer may require an operative, grade A, operative, grade B or operative engine assembler who wishes to claim credit for past experience, to produce a certificate of service reflecting details of his past experience in the form of Annexure A to this Agreement.

'experience' means the total period or periods of employment that an employee has had either with his present or any other employer in the particular occupation in which he is employed.

(3) WAGE SCHEDULES:

- (a) Minimum wages from the **date of implementation** as determined by the Minister of Employment and Labour to **31 August 2023** –

SCHEDULE

Employee Class	Minimum Wages	
	PW	PH
Grade 1	1164.60	25.88
Grade 2	1563.75	34.75
Grade 3	1692.90	37.62
Grade 4	1849.05	41.09
Grade 5	2061.45	45.81
Grade 6	2476.35	55.03
Grade 7	3084.30	68.54
Grade 8	3526.20	78.36
Watchman	1424.60	*

Note: In the case of the wages specified for the under mentioned employees, the following special provisions shall apply for Operatives:

Employee Class	Minimum Wages	
Operative Engine Assembler		
1st 18 Months Experience	2061.45	45.81
thereafter	3084.30	68.54
Operative Grade A		
1st 18 Months Experience	2061.45	45.81
thereafter	2476.35	55.03
Operative Grade B		
1st 6 Months Experience	1692.90	37.62
thereafter	1849.05	41.09

Apprenticeship and learnership minimum wages for the period from the date of implementation as determined by the Minister of Employment and Labour to 31 August 2023

Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1772.55	39.39
Second Year	2198.25	48.85
Third Year	2701.80	60.04
4 Year Trade		
First Year	1772.55	39.39
Second Year	1944.00	43.20
Third Year	2198.25	48.85
Fourth Year	2701.80	60.04
NQF Learnership		
Level 1	1772.55	39.39
Level 2	1944.00	43.20
Level 3	2198.25	48.85
Level 4	2701.80	60.04
CBMT		
Level 1	1690.20	37.56
Level 2	2110.95	46.91
Level 3	2537.55	56.39
Level 4	2953.80	65.64

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

(b) Minimum wages from **01 September 2023 to 31 August 2024** –

SCHEDULE

Employee Class	Minimum Wages	
	PW	PH
Grade 1	1222.65	27.17
Grade 2	1642.05	36.49
Grade 3	1777.50	39.50
Grade 4	1941.30	43.14
Grade 5	2164.50	48.10
Grade 6	2600.10	57.78
Grade 7	3238.65	71.97
Grade 8	3702.60	82.28
Watchman	1495.83	*

Note: In the case of the wages specified for the under mentioned employees, the following special provisions shall apply for Operatives:

Employee Class	Minimum Wages	
Operative Engine Assembler		
1st 18 Months Experience	2164.50	48.10
thereafter	3238.65	71.97
Operative Grade A		
1st 18 Months Experience	2164.50	48.10
thereafter	2600.10	57.78
Operative Grade B		
1st 6 Months Experience	1777.50	39.50
thereafter	1941.30	43.14

Apprenticeship and learnership minimum wages from 01 September 2023 to 31 August 2024 –

Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1861.20	41.36
Second Year	2308.05	51.29
Third Year	2836.80	63.04
4 Year Trade		
First Year	1861.20	41.36
Second Year	2041.20	45.36
Third Year	2308.05	51.29
Fourth Year	2836.80	63.04
NQF Learnership		
Level 1	1861.20	41.36
Level 2	2041.20	45.36
Level 3	2308.05	51.29
Level 4	2836.80	63.04

CBMT		
Level 1	1774.80	39.44
Level 2	2216.70	49.26
Level 3	2664.45	59.21
Level 4	3101.40	68.92

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

(c) Minimum wages from **01 September 2024 to 31 August 2025** –

SCHEDULE

Employee Class	Minimum Wages	
	PW	PH
Grade 1	1283.85	28.53
Grade 2	1723.95	38.31
Grade 3	1866.60	41.48
Grade 4	2038.50	45.30
Grade 5	2272.95	50.51
Grade 6	2730.15	60.67
Grade 7	3400.65	75.57
Grade 8	3887.55	86.39
Watchman	1570.62	*

Note: In the case of the wages specified for the under mentioned employees, the following special provisions shall apply for Operatives:

Employee Class	Minimum Wages	
Operative Engine Assembler		
1st 18 Months Experience	2272.95	50.51
thereafter	3400.65	75.57
Operative Grade A		
1st 18 Months Experience	2272.95	50.51
thereafter	2730.15	60.67
Operative Grade B		
1st 6 Months Experience	1866.60	41.48
thereafter	2038.50	45.30

Apprenticeship and learnership minimum wages from 01 September 2023 to 31 August 2025 –

Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1954.35	43.43
Second Year	2423.25	53.85
Third Year	2978.55	66.19
4 Year Trade		
First Year	1954.35	43.43
Second Year	2143.35	47.63
Third Year	2423.25	53.85
Fourth Year	2978.55	66.19
NQF Learnership		
Level 1	1954.35	43.43
Level 2	2143.35	47.63
Level 3	2423.25	53.85
Level 4	2978.55	66.19
CBMT		
Level 1	1863.45	41.41
Level 2	2327.40	51.72
Level 3	2797.65	62.17
Level 4	3256.65	72.37

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

CLAUSE 3: EMPLOYEES

- (1) Subject to the provisions of sub-clause (2) of this clause, an automotive engineering establishment which is registered with the Council in terms of clause 1 of this Chapter may employ, in addition to apprentices and trainees in terms of clause 2.1(2) of Division A of this Agreement, and the classes of employees referred to in clause 3 of Division B and clause 3 of Chapter I of Division C of this Agreement, any of the classes of employees referred to in clause 4 of this Chapter under the terms and conditions laid down in this Chapter:

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

[NOTE: For special provisions relating to the ratio refer to Clause 5 of Division D of this Agreement.]

- (2) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I of Division C relating to body shop assistants, PR Artisan and repair shop assistants shall not apply to automotive engineering establishments registered as such by the Council.
- (3) An employer shall not employ a diesel pump room assistant unless he has at least one artisan actively engaged in the pump room, and the number of diesel pump room assistants in his employ shall at no time exceed the number of artisans actively engaged in his pump room by more than one.
- (4) (a) Subject to the proviso set out hereunder, an employer shall not engage an operative, grade A, operative, grade B, or operative, grade C unless he employs at least one artisan.
- (b) At no time shall the total number of operatives, grade A, operatives, grade B, or operatives, grade C, employed at an establishment exceed the aggregate number of artisans employed at that establishment by more than one.
- [Note - Applications for exemption from the provisions of this sub-clause must be directed to the National Council, i.e. not to Regional Councils as in the case of other exemptions.]
- (5) An employer shall not employ an operative engine assembler unless he has at least one artisan actively engaged in his workshop.
- (6) Where an employer carries on business in more than one establishment in the Motor Industry, the provisions of this clause shall be observed in relation to each single establishment on its own.

CHAPTER V

(RECONDITIONING ESTABLISHMENTS)

CLAUSE 1: SCOPE OF APPLICATION AND REGISTRATIO

- (1) The provisions of this Chapter and all of the provisions of Divisions A and B shall apply to reconditioning establishments registered as such by the Council: Provided that where provisions of Divisions A and B are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.



- (2) (a) Application for registration as a reconditioning establishment for purposes of this Chapter shall be made by the employer to the Council or the Regional Council having jurisdiction in such form as may be prescribed, and the Council may, in its discretion, register the establishment concerned for such period and subject to such terms and conditions as it may determine and shall issue the employer with a certificate to the effect.
- (b) The Council may at any time withdraw or vary the terms of a certificate issued under paragraph (a) of this sub-clause and the employer shall, when so required, in writing, return the certificate to the Council within 10 days after receipt of such written notification.
- (c) An employer whose reconditioning establishment is not registered under paragraph (a) of this sub-clause shall in respect of such establishment be subject to the provisions of Chapter I of Division C of this Agreement.

[NOTE: For special provisions relating to the ratio refer to Clause 5 of Division D of this Agreement.]

CLAUSE 2: WAGES

(1) **Minimum Wages**

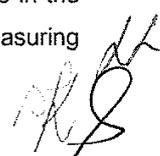
The following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following wage schedules. No employee shall accept a wage lower than that specified for his/her class in such area.

(2) **Setting bonus**

The minimum weekly rates prescribed for operatives Grades 4 & 5 hereunder shall be increased by **R5.57** per week from the date of implementation as determined by the Minister of Employment and Labour to **31 August 2025**, if the employee at any time in the course of his duties sets and adjusts the machine(s) he operates.

(3) **Bonus**

The minimum weekly wage prescribed for an operative supervisor in the Schedule hereunder shall be increased by **R11.13** per week from the date of implementation as determined by the Minister of Employment and Labour to **31 August 2025**, if the employee at any time in the course of his duties checks the work of operative classes of workers and uses measuring instruments in the process.



(4) **Experience**

'Experience', for the purposes of this clause, means the total period or periods of employment which an employee has had either with his present or any other employer in the particular occupation in which he is employed.

(5) **WAGE SCHEDULES:**

- (a) Minimum wages from the **date of implementation** as determined by the Minister of Employment and Labour to **31 August 2023** –

PART A : MISCELLANEOUS

Employee Class	Minimum Wages	
	PW	PH
Grade 1	1164.60	25.88
Grade 2	1563.75	34.75
Grade 3	1692.90	37.62
Grade 4	1849.05	41.09
Grade 5	2061.45	45.81
Grade 6	2476.35	55.03
Grade 7	3084.30	68.54
Grade 8	3526.20	78.36
Watchman	1424.60	*

PART B : OPERATIVES

Employee Class	Minimum Wages	
	PW	PH
Grade 4	1849.05	41.09
Grade 5	2061.45	45.81

Apprenticeship and learnership minimum wages for the period from the **date of implementation** as determined by the Minister of Employment and Labour to **31 August 2023**

Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1772.55	39.39
Second Year	2198.25	48.85
Third Year	2701.80	60.04
4 Year Trade		
First Year	1772.55	39.39
Second Year	1944.00	43.20
Third Year	2198.25	48.85
Fourth Year	2701.80	60.04

NQF Learnership		
Level 1	1772.55	39.39
Level 2	1944.00	43.20
Level 3	2198.25	48.85
Level 4	2701.80	60.04
CBMT		
Level 1	1690.20	37.56
Level 2	2110.95	46.91
Level 3	2537.55	56.39
Level 4	2953.80	65.64

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

(b) Minimum wages from **01 September 2023 to 31 August 2024.**

PART A : MISCELLANEOUS

Employee Class	Minimum Wages	
	PW	PH
Grade 1	1222.65	27.17
Grade 2	1642.05	36.49
Grade 3	1777.50	39.50
Grade 4	1941.30	43.14
Grade 5	2164.50	48.10
Grade 6	2600.10	57.78
Grade 7	3238.65	71.97
Grade 8	3702.60	82.28
Watchman	1495.83	*

PART B : OPERATIVES

Employee Class	Minimum Wages	
	PW	PH
Grade 4	1941.30	43.14
Grade 5	2164.50	48.10

Apprenticeship and learnership minimum wages from 01 September 2023 to 31 August 2024 –

Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1861.20	41.36
Second Year	2308.05	51.29
Third Year	2836.80	63.04
4 Year Trade		
First Year	1861.20	41.36
Second Year	2041.20	45.36
Third Year	2308.05	51.29
Fourth Year	2836.80	63.04
NQF Learnership		
Level 1	1861.20	41.36
Level 2	2041.20	45.36
Level 3	2308.05	51.29
Level 4	2836.80	63.04
CBMT		
Level 1	1774.80	39.44
Level 2	2216.70	49.26
Level 3	2664.45	59.21
Level 4	3101.40	68.92

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

- (c) Minimum wages from **01 September 2024 to 31 August 2025.**

PART A : MISCELLANEOUS

Employee Class	Minimum Wages	
	PW	PH
Grade 1	1283.85	28.53
Grade 2	1723.95	38.31
Grade 3	1866.60	41.48
Grade 4	2038.50	45.30
Grade 5	2272.95	50.51
Grade 6	2730.15	60.67
Grade 7	3400.65	75.57
Grade 8	3887.55	86.39
Watchman	1570.62	*

PART B : OPERATIVES

Employee Class	Minimum Wages	
	PW	PH
Grade 4	2038.50	45.30
Grade 5	2272.95	50.51

Apprenticeship and learnership minimum wages from 01 September 2023 to 31 August 2025 –

Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1954.35	43.43
Second Year	2423.25	53.85
Third Year	2978.55	66.19
4 Year Trade		
First Year	1954.35	43.43
Second Year	2143.35	47.63
Third Year	2423.25	53.85
Fourth Year	2978.55	66.19
NQF Learnership		
Level 1	1954.35	43.43
Level 2	2143.35	47.63
Level 3	2423.25	53.85
Level 4	2978.55	66.19
CBMT		
Level 1	1863.45	41.41
Level 2	2327.40	51.72
Level 3	2797.65	62.17
Level 4	3256.65	72.37

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

CLAUSE 3: EMPLOYEES

- (1) Subject to the provisions of sub-clause (2) of this clause, a reconditioning establishment which is registered with the Council in terms of clause 1 of this Chapter may employ, in addition to apprentices and trainees in terms of clause 2.1(2) of Division A of this Agreement and the classes of employees referred to in clause 2 of Division B and clause 2 of Chapter I of Division C of this Agreement, any of the classes of employees referred to in clause 2 of this Chapter under the terms and conditions laid down in this Chapter: Provided that where the provisions

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

- (2) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I of Division C relating to body shop assistants, PR Artisan and repair shop assistants shall not apply to reconditioning establishments registered as such by the Council.

DIVISION D

SPECIAL PROVISIONS RELATING TO SECTORS

CLAUSE 1: SCOPE OF APPLICATION

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

CLAUSE 2 : DEFINITIONS

For the purposes of this Division –

'Sector 1' means **manufacturing and vehicle body building establishments (Chapter II & III)** i.e. vehicle body builders; trailers and caravan manufacturers and warranty repairs; vehicle components and accessories; fibre-glass component manufacturers, repairs and sales;

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

'Sector 3' means **reconditioning establishments (Chapter IV)**, i.e. automotive engineers; fuel injection/diesel pumps; gearbox/transmission; turbochargers; and spring-smiths;

'Sector 4' means **service and repair establishments (Chapter I)**, i.e. motor cycle sales and repairers; battery sales and repairers; tyre sales, repairs and wheel alignment, tyre retreaders; exhaust, tow-bar and shock-absorber fitters; radio, alarms and immobilizer fitters; sun roof fitters; air-conditioning fitters; body repairers; upholsterer and motor trimmers, auto electrical repairers; auto

valet and steam cleaners; prop-shafts and CV joints repairers; motor plastic component repairers, glass fitters; carburetor sales and repairers; drive-train fitters and repairers; steering fitters and repairers; motor vehicle, bus, truck and tractor repairers;

'Sector 5' means **fuel dealers, service stations and related establishments (Chapter I);**

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

'Sector 7' means **automotive parts, accessories, equipment and tools establishments (Chapter I)**, i.e. motor parts, accessories, equipment and tools; auto-breakers and used parts dealer establishments;”

CLAUSE 3: GUARANTEED WAGES INCREASES

(1) **GUARANTEED WAGE INCREASES: SECTORS 1 (CHAPTER II), 2, 3, 4, 5 AND 7:**

- (a) An employer shall pay his employees, who at the time of publication of this Agreement are earning above the minimum wages prescribed in terms of Division B and Division C, Chapter I, II, IV and V, the guaranteed wage increases as set out below.
- (b) An employer may pro-rate the guaranteed wage increases for employees with less than 12 months' service, with the proviso that they will only be implemented with effect from the 7th month.

Note: Calculated as a twelfth of the year i.e. $\frac{7}{12}$; $\frac{8}{12}$; $\frac{9}{12}$; $\frac{10}{12}$ or $\frac{11}{12}$ x guaranteed wage increase.

- (c) An employer who has granted an increase over and above the prescribed increases during the preceding 12 months may offset those increases against the increases set out below; provided that no wage increases shall be offset on more than one occasion.
- (d) The parties shall undertake not to embark upon or participate in any industrial action as a result of disputes on guaranteed wage increases relating to any other sector of the Motor Industry: Provided that the employer has implemented the guaranteed wage increases. Any such industrial action shall be deemed unprotected.
- (e) For the period from the **date of implementation** as determined by the Minister of Employment and Labour to **31 August 2025** the following guaranteed wage

increases shall be paid by an employer to each of the classes specified in the following Wage schedules:

**A. WAGE SCHEDULE : SECTOR 1 (Chapter II), 2, 3, 4, 5 and 7
(DIVISION B : CLAUSE 2 : WAGES)**

- (1) For the period from the date of implementation as determined by the Minister of Employment and Labour to 31 August 2023, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class	Guaranteed Increases	
	Sectors 1,2,3,4,5 & 7	
	PW	PM
a) Office, stores sales and Clerical employee-		
during 1st year of experience	90.09	390.39
during 2nd year of experience	102.80	445.47
during 3rd year of experience	118.39	513.02
thereafter	137.45	595.62
b) Motor vehicle sales person-		
during 1st year of experience	108.70	471.03
thereafter	140.15	607.32
c) Bookkeeper	176.72	765.79
d) Accountant	300.63	1302.73
e) Parts salesperson -		
during 1st year of experience	113.30	490.97
thereafter	139.18	603.11
f) Traveller -		
during 1st year of experience	113.77	493.00
thereafter	139.18	603.11
g) Supply sales person -		
during 1st year of experience	113.77	493.00
during 2nd year of experience	130.32	564.72
during 3rd year of experience	146.08	633.01
thereafter	156.77	679.34
h) Part-time employees	*	*

- (2) For the period from 01 September 2023 to 31 August 2024, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class	Guaranteed Increases	
	Sectors 1,2,3,4,5 & 7	
	PW	PM
a) Office, stores sales and Clerical employee-		
during 1st year of experience	73.81	319.84
during 2nd year of experience	84.22	364.95
during 3rd year of experience	96.99	420.29
thereafter	112.60	487.93
b) Motor vehicle sales person-		
during 1st year of experience	89.05	385.88
thereafter	114.82	497.55
c) Bookkeeper	144.77	627.34
d) Accountant	246.28	1067.21
e) Parts salesperson -		
during 1st year of experience	92.82	402.22
thereafter	114.02	494.09
f) Traveller -		
during 1st year of experience	93.20	403.87
thereafter	114.02	494.09
g) Supply sales person -		
during 1st year of experience	93.20	403.87
during 2nd year of experience	106.76	462.63
during 3rd year of experience	119.67	518.57
thereafter	128.43	556.53
h) Part-time employees	*	*

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- (3) For the period from 01 September 2024 to 31 August 2025, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class	Guaranteed Increases	
	Sectors 1,2,3,4,5 & 7	
	PW	PM
a) Office, stores sales and Clerical employee-		
during 1st year of experience	77.50	335.83
during 2nd year of experience	88.43	383.20
during 3rd year of experience	101.84	441.31
thereafter	118.23	512.33
b) Motor vehicle sales person-		
during 1st year of experience	93.51	405.21
thereafter	120.56	522.43
c) Bookkeeper	152.01	658.71
d) Accountant	258.60	1120.60
e) Parts salesperson -		
during 1st year of experience	97.46	422.33
thereafter	119.72	518.79
f) Traveller -		
during 1st year of experience	97.86	424.06
thereafter	119.72	518.79
g) Supply sales person -		
during 1st year of experience	97.86	424.06
during 2nd year of experience	112.10	485.77
during 3rd year of experience	125.66	544.53
thereafter	134.85	584.35
h) Part-time employees	*	*

B. SECTORS 4, 5, and 7**(DIVISION C : CHAPTER I – CLAUSE 2 - WAGES)**

- (1) For the period from the date of implementation as determined by the Minister of Employment and Labour to **31 August 2023**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class			Guaranteed Increases	
	Sector	Chapter	PW	PH
Grade 1				
Forecourt Attendant	5	1	121.95	2.71
Char	5	1	64.35	1.43
Parking Garage Attendant	4;7	1	67.50	1.50
Grade 1	1,2,3,4,7	1,2,4,5	71.10	1.58
Grade 2				
Cashier	5	1	85.50	1.90
Grade 2	1,2,3,4,5,7	1,2,4,5	95.40	2.12
Grade 3	1,2,3,4,7	1,2,4,5	103.50	2.30
Grade 4	2,3,4,7	1,4,5	112.95	2.51
Grade 5	1,2,3,4,7	1,2,4,5	126.00	2.80
Grade 6	1,2,3,4,7	1,2,4,5	151.20	3.36
Grade 7	1,2,3,4,7	1,2,4,5	188.10	4.18
Grade 8	1,2,3,4,7	1,2,4,5	215.10	4.78
Watchman	1,2,3,4,7	1,2,4,5	86.95	-

- (2) For the period **01 September 2023 to 31 August 2024**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class			Guaranteed Increases	
	Sector	Chapter	PW	PH
Grade 1				
Forecourt Attendant	5	1	104.85	2.33
Char	5	1	67.50	1.50
Parking Garage Attendant	4;7	1	55.35	1.23
Grade 1	1,2,3,4,7	1,2,4,5	58.05	1.29
Grade 2				
Cashier	5	1	72.00	1.60
Grade 2	1,2,3,4,5,7	1,2,4,5	78.30	1.74
Grade 3	1,2,3,4,7	1,2,4,5	84.60	1.88
Grade 4	2,3,4,7	1,4,5	92.25	2.05
Grade 5	1,2,3,4,7	1,2,4,5	103.05	2.29
Grade 6	1,2,3,4,7	1,2,4,5	123.75	2.75
Grade 7	1,2,3,4,7	1,2,4,5	154.35	3.43

Grade 8	1,2,3,4,7	1,2,4,5	176.40	3.92
Watchman	1,2,3,4,7	1,2,4,5	71.23	*

- (3) or the period **01 September 2024 to 31 August 2025**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class			Guaranteed Increases	
	Sector	Chapter	PW	PH
Grade 1				
Forecourt Attendant	5	1	111.15	2.47
Char	5	1	71.10	1.58
Parking Garage Attendant	4,7	1	58.05	1.29
Grade 1	1,2,3,4,7	1,2,4,5	61.20	1.36
Grade 2				
Cashier	5		74.70	1.66
Grade 2	1,2,3,4,5,7	1,2,4,5	81.90	1.82
Grade 3	1,2,3,4,7	1,2,4,5	89.10	1.98
Grade 4	2,3,4,7	1,4,5	97.20	2.16
Grade 5	1,2,3,4,7	1,2,4,5	108.45	2.41
Grade 6	1,2,3,4,7	1,2,4,5	130.05	2.89
Grade 7	1,2,3,4,7	1,2,4,5	162.00	3.60
Grade 8	1,2,3,4,7	1,2,4,5	184.95	4.11
Watchman	1,2,3,4,7	1,2,4,5	74.79	*

C. SECTOR 1 (DIVISION C : CHAPTER II – CLAUSE 2 : WAGES)

- (1) For the period from the **date of implementation** as determined by the Minister of Employment and Labour to **31 August 2023**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule-

Employee Class			Guaranteed Increases	
	Sector	Chapter	PW	PH
Grade 1	1,2,3,4,7	1,2,4,5	71.10	1.58
Grade 2	1,2,3,4,5,7	1,2,4,5	95.40	2.12
Grade 3	1,2,3,4,7	1,2,4,5	103.50	2.30
Grade 4	2,3,4,7	1,4,5	112.95	2.51
Grade 5	1,2,3,4,7	1,2,4,5	126.00	2.80
Grade 6	1,2,3,4,7	1,2,4,5	151.20	3.36
Grade 7	1,2,3,4,7	1,2,4,5	188.10	4.18
Grade 8	1,2,3,4,7	1,2,4,5	215.10	4.78
Watchman	1,2,3,4,7	1,2,4,5	86.95	*

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- (2) For the period **01 September 2023 to 31 August 2024**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule:

Employee Class			Guaranteed Increases	
	Sector	Chapter	PW	PH
Grade 1	1,2,3,4,7	1,2,4,5	58.05	1.29
Grade 2	1,2,3,4,5,7	1,2,4,5	78.30	1.74
Grade 3	1,2,3,4,7	1,2,4,5	84.60	1.88
Grade 4	2,3,4,7	1,4,5	92.25	2.05
Grade 5	1,2,3,4,7	1,2,4,5	103.05	2.29
Grade 6	1,2,3,4,7	1,2,4,5	123.75	2.75
Grade 7	1,2,3,4,7	1,2,4,5	154.35	3.43
Grade 8	1,2,3,4,7	1,2,4,5	176.40	3.92
Watchman	1,2,3,4,7	1,2,4,5	71.23	*

- (3) For the period **01 September 2024 to 31 August 2025**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class			Guaranteed Increases	
	Sector	Chapter	PW	PH
Grade 1	1,2,3,4,7	1,2,4,5	61.20	1.36
Grade 2	1,2,3,4,5,7	1,2,4,5	81.90	1.82
Grade 3	1,2,3,4,7	1,2,4,5	89.10	1.98
Grade 4	2,3,4,7	1,4,5	97.20	2.16
Grade 5	1,2,3,4,7	1,2,4,5	108.45	2.41
Grade 6	1,2,3,4,7	1,2,4,5	130.05	2.89
Grade 7	1,2,3,4,7	1,2,4,5	162.00	3.60
Grade 8	1,2,3,4,7	1,2,4,5	184.95	4.11
Watchman	1,2,3,4,7	1,2,4,5	74.79	*

D. SECTOR 3 : (DIVISION C : CHAPTER IV - CLAUSE 2 - WAGES)

- (1) For the period from the **date of implementation** as determined by the Minister of Employment and Labour to **31 August 2023**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class			Guaranteed Increases	
	Sector	Chapter	PW	PH
Grade 1	1,2,3,4,7	1,2,4,5	71.10	1.58
Grade 2	1,2,3,4,5,7	1,2,4,5	95.40	2.12
Grade 3	1,2,3,4,7	1,2,4,5	103.50	2.30
Grade 4	2,3,4,7	1,4,5	112.95	2.51
Grade 5	1,2,3,4,7	1,2,4,5	126.00	2.80
Grade 6	1,2,3,4,7	1,2,4,5	151.20	3.36
Grade 7	1,2,3,4,7	1,2,4,5	188.10	4.18
Grade 8	1,2,3,4,7	1,2,4,5	215.10	4.78
Watchman	1,2,3,4,7	1,2,4,5	86.95	*

- (2) For the period **01 September 2023 to 31 August 2024**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class			Guaranteed Increases	
	Sector	Chapter	PW	PH
Grade 1	1,2,3,4,7	1,2,4,5	58.05	1.29
Grade 2	1,2,3,4,5,7	1,2,4,5	78.30	1.74
Grade 3	1,2,3,4,7	1,2,4,5	84.60	1.88
Grade 4	2,3,4,7	1,4,5	92.25	2.05
Grade 5	1,2,3,4,7	1,2,4,5	103.05	2.29
Grade 6	1,2,3,4,7	1,2,4,5	123.75	2.75
Grade 7	1,2,3,4,7	1,2,4,5	154.35	3.43
Grade 8	1,2,3,4,7	1,2,4,5	176.40	3.92
Watchman	1,2,3,4,7	1,2,4,5	71.23	*

- (3) For the period **01 September 2024 to 31 August 2025**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class			Guaranteed Increases	
	Sector	Chapter	PW	PH
Grade 1	1,2,3,4,7	1,2,4,5	61.20	1.36
Grade 2	1,2,3,4,5,7	1,2,4,5	81.90	1.82
Grade 3	1,2,3,4,7	1,2,4,5	89.10	1.98
Grade 4	2,3,4,7	1,4,5	97.20	2.16
Grade 5	1,2,3,4,7	1,2,4,5	108.45	2.41
Grade 6	1,2,3,4,7	1,2,4,5	130.05	2.89
Grade 7	1,2,3,4,7	1,2,4,5	162.00	3.60
Grade 8	1,2,3,4,7	1,2,4,5	184.95	4.11
Watchman	1,2,3,4,7	1,2,4,5	74.79	*

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

- (1) For the period from the **date of implementation** as determined by the Minister of Employment and Labour to **31 August 2023**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class			Guaranteed Increases	
	Sector	Chapter	PW	PH
Grade 1	1,2,3,4,7	1,2,4,5	71.10	1.58
Grade 2	1,2,3,4,5,7	1,2,4,5	95.40	2.12
Grade 3	1,2,3,4,7	1,2,4,5	103.50	2.30
Grade 4	2,3,4,7	1,4,5	112.95	2.51
Grade 5	1,2,3,4,7	1,2,4,5	126.00	2.80
Grade 6	1,2,3,4,7	1,2,4,5	151.20	3.36
Grade 7	1,2,3,4,7	1,2,4,5	188.10	4.18
Grade 8	1,2,3,4,7	1,2,4,5	215.10	4.78
Watchman	1,2,3,4,7	1,2,4,5	86.95	*

- (2) For the period **01 September 2023 to 31 August 2024**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class			Guaranteed Increases	
	Sector	Chapter	PW	PH
Grade 1	1,2,3,4,7	1,2,4,5	58.05	1.29
Grade 2	1,2,3,4,5,7	1,2,4,5	78.30	1.74
Grade 3	1,2,3,4,7	1,2,4,5	84.60	1.88
Grade 4	2,3,4,7	1,4,5	92.25	2.05
Grade 5	1,2,3,4,7	1,2,4,5	103.05	2.29
Grade 6	1,2,3,4,7	1,2,4,5	123.75	2.75
Grade 7	1,2,3,4,7	1,2,4,5	154.35	3.43
Grade 8	1,2,3,4,7	1,2,4,5	176.40	3.92
Watchman	1,2,3,4,7	1,2,4,5	71.23	*

- (3) For the period **01 September 2024 to 31 August 2025**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class			Guaranteed increases	
	Sector	Chapter	PW	PH
Grade 1	1,2,3,4,7	1,2,4,5	61.20	1.36
Grade 2	1,2,3,4,5,7	1,2,4,5	81.90	1.82
Grade 3	1,2,3,4,7	1,2,4,5	89.10	1.98
Grade 4	2,3,4,7	1,4,5	97.20	2.16
Grade 5	1,2,3,4,7	1,2,4,5	108.45	2.41
Grade 6	1,2,3,4,7	1,2,4,5	130.05	2.89
Grade 7	1,2,3,4,7	1,2,4,5	162.00	3.60
Grade 8	1,2,3,4,7	1,2,4,5	184.95	4.11
Watchman	1,2,3,4,7	1,2,4,5	74.79	-

(2) **MINIMUM WAGE SECTOR 6**

- (a) For the period from the **date of implementation** as determined by the Minister of Employment and Labour **to 31 August 2023** the following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following Wage Schedule in the area of the Region in which the establishment is situated, and no employee shall accept a wage lower than that specified for his class in such area:

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

Employee Class	Minimum Wages	
	Sector 6 only	
	PW	PM
a) Office, stores sales and Clerical employee- during 1st year of experience	1506.57	6528.47
during 2nd year of experience	1716.34	7437.47
during 3rd year of experience	1978.15	8571.98
thereafter	2292.99	9936.29
b) Motor vehicle sales person- during 1st year of experience	1781.06	7717.93
thereafter	2296.64	9952.11
c) Bookkeeper	2920.56	12655.76
d) Accountant	4990.80	21626.80
e) Parts salesperson - during 1st year of experience	1864.09	8077.72

	thereafter	2280.45	9881.95
f)	Traveller - during 1st year of experience thereafter	1864.09 2280.45	8077.72 9881.95
g)	Supply sales person - during 1st year of experience during 2nd year of experience during 3rd year of experience thereafter	1864.09 2135.69 2393.49 2568.65	8077.72 9254.66 10371.79 11130.82
h)	Part-time employees	*	*

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

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

Employee Class			Minimum Wages	
	Sector	Chapter	PW	PH
Grade 1				
Forecourt Attendant	5 (Special)	1	1746.45	38.81
Grade 1	6	1	1219.95	27.11
Grade 2				
Grade 2	6	1	1634.85	36.33
Grade 3	6	1	1755.00	39.00
Grade 4	6	1	1916.10	42.58
Grade 5	6	1	2125.35	47.23
Grade 6	6	1	2530.80	56.24
Grade 7	6	1	3121.20	69.36
Grade 8	6	1	3565.80	79.24
Watchman	6	1	1475.58	*

- (iii) **Apprenticeship and learnership minimum wages for the period from the date of implementation as determined by the Minister of Employment and Labour to 31 August 2023 –**

Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1772.55	39.39
Second Year	2198.25	48.85
Third Year	2701.80	60.04

4 Year Trade		
First Year	1772.55	39.39
Second Year	1944.00	43.20
Third Year	2198.25	48.85
Fourth Year	2701.80	60.04
NQF Learnership		
Level 1	1772.55	39.39
Level 2	1944.00	43.20
Level 3	2198.25	48.85
Level 4	2701.80	60.04
CBMT		
Level 1	1690.20	37.56
Level 2	2110.95	46.91
Level 3	2537.55	56.39
Level 4	2953.80	65.64

- (b) For the period **01 September 2023 to 31 August 2024**, the following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following Wage Schedule in the area of the Region in which his establishment is situated, and no employee shall accept a wage lower than that specified for his class in such area:

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

Employee Class	Minimum Wages	
	Sector 6 only	
	PW	PM
a) Office, stores sales and Clerical employee- during 1st year of experience	1581.90	6854.90
during 2nd year of experience	1802.16	7809.36
during 3rd year of experience	2077.06	9000.59
thereafter	2407.64	10433.11
b) Motor vehicle sales person- during 1st year of experience	1870.11	8103.81
thereafter	2411.47	10449.70
c) Bookkeeper	3066.59	13288.56
d) Accountant	5240.34	22708.14
e) Parts salesperson - during 1st year of experience	1957.29	8481.59
thereafter	2394.47	10376.04
f) Traveller - during 1st year of experience	1957.29	8481.59
thereafter	2394.47	10376.04

g) Supply sales person -		
during 1st year of experience	1957.29	8481.59
during 2nd year of experience	2242.47	9717.37
during 3rd year of experience	2513.16	10890.36
thereafter	2697.08	11687.35
h) Part-time employees	*	*

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

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

Employee Class			Minimum Wages	
	Sector	Chapter	PW	PH
Grade 1				
Forecourt Attendant	5 (Special)	1	1851.30	41.14
Grade 1	6	1	1281.15	28.47
Grade 2	6	1	1716.75	38.15
Grade 3	6	1	1842.75	40.95
Grade 4	6	1	2011.95	44.71
Grade 5	6	1	2231.55	49.59
Grade 6	6	1	2657.25	59.05
Grade 7	6	1	3277.35	72.83
Grade 8	6	1	3744.00	83.20
Watchman	6	1	1549.36	*

(iii) **Apprenticeship and learnership minimum wages from 01 September 2023 to 31 August 2024 –**

Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1861.20	41.36
Second Year	2308.05	51.29
Third Year	2836.80	63.04
4 Year Trade		
First Year	1861.20	41.36
Second Year	2041.20	45.36
Third Year	2308.05	51.29
Fourth Year	2836.80	63.04
NQF Learnership		
Level 1	1861.20	41.36
Level 2	2041.20	45.36
Level 3	2308.05	51.29
Level 4	2836.80	63.04

CBMT		
Level 1	1774.80	39.44
Level 2	2216.70	49.26
Level 3	2664.45	59.21
Level 4	3101.40	68.92

- (c) For the period **01 September 2024 to 31 August 2025**, the following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following Wage Schedule in the area of the Region in which his establishment is situated, and no employee shall accept a wage lower than that specified for his class in such area:

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

Employee Class	Minimum Wages	
	Sector 6 only	
	PW	PM
a) Office, stores sales and Clerical employee- during 1st year of experience	1661.00	7197.67
during 2nd year of experience	1892.27	8199.84
during 3rd year of experience	2180.91	9450.61
thereafter	2528.02	10954.75
b) Motor vehicle sales person- during 1st year of experience	1963.62	8509.02
thereafter	2532.04	10972.17
c) Bookkeeper	3219.92	13952.99
d) Accountant	5502.36	23843.56
e) Parts salesperson - during 1st year of experience	2055.15	8905.65
thereafter	2514.19	10894.82
f) Traveller - during 1st year of experience	2055.15	8905.65
thereafter	2514.19	10894.82
g) Supply sales person - during 1st year of experience	2055.15	8905.65
during 2nd year of experience	2354.59	10203.22
during 3rd year of experience	2638.82	11434.89
thereafter	2831.93	12271.70
h) Part-time employees	*	*

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

(ii) Other employees – Wage Schedule

Employee Class			Minimum Wages	
	Sector	Chapter	PW	PH
Grade 1				
Forecourt Attendant	5 (Special)	1	1962.45	43.61
Grade 1	6	1	1345.05	29.89
Grade 2	6	1	1802.70	40.06
Grade 3	6	1	1935.00	43.00
Grade 4	6	1	2112.75	46.95
Grade 5	6	1	2343.15	52.07
Grade 6	6	1	2790.00	62.00
Grade 7	6	1	3441.15	76.47
Grade 8	6	1	3931.20	87.36
Watchman	6	1	1626.83	*

(iii) Apprenticeship and learnership minimum wages from 01 September 2023 to 31 August 2025 –

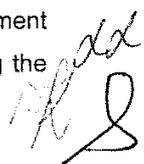
Apprentices/Learners (All Chapters)		
	PW	PH
3 Year Trade		
First Year	1954.35	43.43
Second Year	2423.25	53.85
Third Year	2978.55	66.19
4 Year Trade		
First Year	1954.35	43.43
Second Year	2143.35	47.63
Third Year	2423.25	53.85
Fourth Year	2978.55	66.19
NQF Learnership		
Level 1	1954.35	43.43
Level 2	2143.35	47.63
Level 3	2423.25	53.85
Level 4	2978.55	66.19
CBMT		
Level 1	1863.45	41.41
Level 2	2327.40	51.72
Level 3	2797.65	62.17
Level 4	3256.65	72.37

CLAUSE 4: PAYMENT OF EARNINGS**(1) Sector 7 : Part Salesperson**

- (a) The monthly earnings due to monthly paid employees shall be paid to them not later than the last working day of each calendar month: provided that the commission on sales due to a parts sales person employed in an establishment mainly or exclusively engaged in the sale of automotive parts and equipment and accessories shall not be calculated earlier than the 20th day of the month to which it relates, and shall be paid not later than the 25th day of the following month, subject to the following conditions:
- (i) A part sales person in the employ of any establishment described herein shall, at the end of the month of publication of this Agreement be paid commission equal to the average commission earned during the previous three months, or the average commission earned during any such lesser period, if newly engaged during the three months preceding the date of publication hereof.
 - (ii) Should this bridging commission vary in favour of the employer by more than 10% of the actual commission earned, an adjustment shall be made by means of equal instalments over a period of three months reckoned from the date of payment of the adjusted commission;
 - (iii) Should this bridging commission vary in favour of the parts sales person the entire adjusted amount shall be paid to him in a single payment not later than the 25th day of the month following the month to which it relates;
 - (iv) In the event of the termination of the services of the parts sales person for any reason whatsoever the final commission payment shall be made to the employee concerned not later than the last working day of the month in which services are terminated.

(2) Sector 6: Payment of Commission

- (a) The monthly earnings due to monthly paid employees shall be paid to them not later than the last working day of each calendar month: Provided that the commission on sales due to an employee shall not be calculated earlier than the 20th day of the month to which it relates, and shall be paid not later than the 25th day of the following month, subject to the following conditions:
- (i) An employee shall, at the end of the month of publication of this Agreement , be paid commission equal to the average commission earned during the



previous three months, or the average commission earned during any such lesser period, if newly engaged during the three months preceding the date of publication hereof.

- (ii) Should this bridging commission vary in favour of the employer by more than 10% of the actual commission earned, an adjustment shall be made by means of equal instalments over a period of three months reckoned from the date of payment of the adjusted commission.
- (iii) Should this bridging commission vary in favour of the employee the entire adjusted amount shall be paid to him in a single payment not later than the 25th day of the month following the month to which it relates.
- (iv) In the event of the termination of the services of the employee for any reason whatsoever the final commission payment shall be made to the employee concerned not later than the last working day of the month in which services are terminated.

CLAUSE 5: RATIO PROVISIONS

- (1) The following ratio provisions shall apply to Sectors 3, 5 and 7 (Chapters I and IV):
- (a) Exemption to the existing ratio provisions as prescribed in Clause 3, Chapter I and Clause 3 of Chapter IV of Division C shall be granted to permit one additional:
 - Auto-electrician's Assistant
 - PR artisan
 - Body shop assistant
 - Diesel pump assistant
 - Motor cycle mechanic's assistant
 - Repair shop assistant
 - Scooter worker
 - Diesel pump room assistant
 - Operatives Grade A, Grade B and C
 - Operative engine assembler
 - (b) Applications for exemption from the ratio provisions shall be issued administratively by the Regional Secretaries of the Council and ratified by the first ensuing Regional Council meeting.
 - (c) The minimum prescribed wages to apply.
 - (d) Applications for exemption shall be limited to establishments employing a maximum

of three artisans.

- (e) The provisions of this clause shall not be deemed to require/allow an employer to dismiss any employee in his employ at date of coming into operation of this Agreement.

(2) The following ratio provisions shall apply to Sector 2 (Chapter V):

- (a) Establishments employing 20 or less employees actively engaged in the workshop activities only one artisan is required to supervise both brake and clutch operations.
- (b) In establishments employing more than 20 employees actively engaged in the workshop activities, the employer needs one artisan for every 15 employees actively engaged in the workshop activities.
- (c) The provisions of this clause shall not be deemed to require/allow an employer to dismiss any employee in his employ at date of coming into operation of this Agreement.

(3) The following ratio provisions shall apply to **Sector 4 (Service and Repair establishments)**:

- (a) An employer may engage two of the following employees for every artisan in his employ:
- Auto-electrician's assistants
 - PR artisan
 - Body shop assistants
 - Diesel pump room assistants
 - Motor cycle mechanic's assistants
 - Repair shop assistants
 - Scooter workers
 - Diesel pump room assistants

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

- (b) In addition to the above ratio provisions, an employer may apply for exemption in respect of one additional employee per categories under Clause 5(1)(a) and 5(3).
- (c) Applications for exemption as per sub-clause (a) above shall be issued administratively by the Regional Secretaries of the Council and ratified by the first ensuing Regional Council meeting.
- (d) The minimum prescribed wages to apply.
- (e) Application for exemption shall be supported by proof of –

- (i) Accredited skills programme or learnership programmes;
 - (ii) duration thereof;
 - (iii) Proof of registration with a relevant SETA.
- (f) Sub-clauses (4)(a) to (4)(d) to be viewed as a transitional arrangement until the conclusion of the job grading and training committee processes.



Handwritten signature in black ink.

MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

ANNEXURE A

[Stipulated in clause 2.2 of Chapter IV of Division C]

CERTIFICATE OF SERVICE

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

During this period he operated the following machines:

- Re-boring machine
- Cylinder honing machine
- Crankshaft grinder
- Connecting-rod machine
- Surface grinding machine
- Valve re-facing machine

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

(Signed)
Employer

Name of firm

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

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

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



MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

ANNEXURE B

[Stipulated in clauses 3.10 and 9.1 of Division A]

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

Employment on artisan's work: Clause 3.10(1) of Division A in terms of which it is an **offence** for an employer to instruct or permit an employee or for an employee to instruct any other employee (not being a artisan, PR artisan, apprentice, or trainee under the Skills Development Act 97 of 1981), to do artisan's work.

Outwork: Clause 9.1 of Division A in terms of which it is an **offence** for any employee to engage in motor vehicle repair work, **whether for gain or not**, except -

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



THE MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

ANNEXURE C

[Stipulated in clause 9.5 of Division A]

TOOL LIST

Motor mechanic

- 1 Set knuckle spanners, 10, 11, 12, 14, 16, 17, 19 mm
- 1 Set combination spanners, 6 mm to 25 mm.
- 2 Shifting spanners, 150 mm and 300 mm.
- 1 Monkey wrench.
- 1 Set socket wrenches, ½" drive, 6 mm to 25 mm.
- 1 Set tappet spanners.
- 1 Set chisels (small).
- 1 Soft tip hammer, 450 g.
- 1 Ball peen hammer, 125g.
- 1 Engineer's hammer, 900 g.
- 1 Set twist drills, 1 mm to 10 mm.
- 1 Pair tin snips, 200 mm.
- 1 Hacksaw frame.
- 1 Oil can.
- 1 Steel rule, 300 mm.
- 1 Set feeler gauges.
- 1 Pair side cutting pliers, 150 mm.
- 1 Pair gas pliers, 150 mm.
- 1 Pair water pump pliers.
- 1 Valve grinder, suction type.
- 1 Scriber.
- 1 Centre punch.
- 1 Set pin punches, up to 8 mm.
- 1 Set ½" drive sockets, 4 mm to 12 mm.
- 1 Pair needle nose pliers, 200mm.
- 2 Circlip pliers (inner and outer)
- 1 Pair combination pliers
- 1 Vice grip
- 2 Sets spline bits (fine and coarse)
- 1 Oil filter tool
- 1 Set allen keys
- 1 Tyre pressure gauge
- 1 Test light
- 1 – 3 piece pipe spanners (flange)
- 1 Half round file, 150mm.
- 1 Round file, 150 mm.
- 1 Flat file, 150 mm.
- 1 Vernier, 150 mm.
- 1 Thread file, 150 mm.
- 1 Set Phillips screwdrivers
- 3 Flat screwdrivers, 150 mm, 200 mm and 300 mm.
- 2 Spark plug sockets, 16 mm and 21 mm.

Vehicle body builder

- 1 Panel saw, 8 teeth 25,4 mm.
- 1 Tenon saw.
- 1 Keyhole saw.
- 1 Set firmer chisels, 6 mm to 25 mm.
- 1 Marking gauge.
- 1 Set auger bits, 12 mm to 25 mm.
- 1 Screwdriver bit.

- 1 Countersunk bit.
- 1 Set jobber's drills. 6 mm to 12 mm
- 2 G clamps, 150 mm.
- 1 Pair dividers, 225 mm.
- 1 Pair tin snips, 200 mm.
- 1 Soft tip hammer.
- 1 Cross-peen hammer, 900g.
- 1 Hammer, 1 800 g.
- 1 Set flat screwdrivers, 150 mm and 300 mm.
- 1 Rule, 1 metre.
- 3 Squares, 300 mm and 600 mm.
- 1 Bevel, 150 mm.
- 1 Cold chisel.
- 1 Scraper.
- 1 Set combination spanners, 6 mm to 25 mm.
- 1 Centre punch.
- 1 Hacksaw frame.
- 1 Set star screwdrivers.

Welder

- 1 Wire brush.
- 1 Set chisels (assorted) for metal.
- 1 Hammer.
- 1 Rule, 300 mm.
- 1 Chipping hammer.
- 2 G clamps.
- 1 Square.
- 1 Set drills, 1 mm to 10 mm.
- 1 Pair blacksmith's tongs.
- 1 Pair water pump pliers.
- 1 Pair combination pliers.
- 4 Assorted files, 150 mm.
- 1 File handle.
- 1 Steel tape, 2 metres.
- 2 Shifting spanners.
- 1 Set Screwdrivers.
- 1 Hacksaw frame.
- 1 Vice grip

Automotive sheet metal worker/auto body repairer/panelbeater

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

- 1 Half round file, 150 mm.
- 1 Round file, 150 mm.
- 1 Flat file, 150 mm.
- 1 Three-cornered file, 150 mm.

Automotive electrician

- 2 Hammers, 225 g and 675 g
- 1 Large screwdriver.
- 1 Medium screwdriver.
- 1 Set Phillips screwdrivers.
- 1 Pair multi-grip pliers.
- 1 Pair side cutting pliers, 150 mm.
- 1 Pair gas pliers, 150 mm.
- 1 Long nose pliers, 150 mm.
- 1 Set socket wrenches, 12,5 mm to 25 mm.
- 1 Set combination spanners, 6 mm to 25 mm.
- 1 Set spanners, 6 mm to 25 mm.
- 2 Shifting spanners, 150 mm and 250 mm.
- 1 Set of three small chisels.
- 1 Set pin punches, small
- 1 Small brace.
- 1 Centre punch
- 1 Pair wire trimming cutters.
- 1 Hacksaw frame.
- 1 Set feeler gauges.
- 1 Vernier, 150 mm
- 1 Small service socket kit, ¼" drive, 4 mm to 12 mm.
- 1 Pair scissors.
- 1 Set drills, steel, 1 mm to 10 mm.
- 1 Steel rule, 300 mm.
- 1 Half round file, 150 mm.
- 1 Round file, 150 mm.
- 1 Flat file, 150 mm.
- 1 Thread file.
- 1 Test lamp.
- 2 Spark plug sockets, 16 mm and 21 mm.

Trimmer

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

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

Automotive machinist and fitter/automotive turner and machinist

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

Engine fitter

- 1 Set knuckle spanners, 10, 11, 12, 13, 14, 16, 17 and 19 mm.
- 1 Set combination spanners, 6 mm to 25 mm.
- 1 Set socket wrenches, 6 mm to 25 mm.
- 1 Set chisels (small).
- 1 Soft tip hammer, 450 g.
- 1 Engineer's hammer, 990 g.
- 1 Ball peen hammer, 475 g.
- 1 Round file, 150 mm.
- 1 Pair tin snips, 200 mm.
- 1 Hacksaw frame.
- 1 Oil can.
- 2 Steel rules, 150 mm and 300 mm.
- 1 Set feeler gauges.
- 1 Pair side cutting pliers, 150 mm.
- 1 Pair gas pliers, 150 mm.
- 1 Pair water pump pliers
- 1 Valve grinder, suction type.
- 1 Scriber.
- 1 Centre punch.
- 1 Set pin punches up to 8 mm.
- 1 Pair dividers.
- 1 Half round file, 150 mm.

- 1 Flat file, 150 mm.
- 1 Three-cornered file, 150 mm.
- 1 Vernier, 150 mm.
- 1 Set Phillips Screwdrivers.
- 1 Set screwdrivers, 150 mm, 200 mm and 300 mm.
- 1 Set belt punches, up to 12,6 mm.
- 2 Spark plug sockets, 16 mm and 21 mm.
- Vice grip.
- 1 Set Allen keys.
- 1 Set multi-spline bits.

Fitter and turner

- 2 Pairs inside callipers.
- 2 Pairs outside callipers.
- 1 Combination set, 150 mm x 300 mm.
- 1 Depth gauge.
- 2 Screwdrivers.
- 2 Hammers.
- 2 Scrapers.
- 1 Shifting spanner.
- 1 Screw-pitch gauge.
- 1 Set feeler gauges.
- 1 Oil can.
- 1 Surface gauge.
- 2 Steel rules, 150 mm and 300 mm.
- 1 Pair dividers.
- 1 Pair hermaphrodite callipers.
- 1 Centre punch.
- 1 Screwing tool, centre gauge.
- 1 Set drills, straight shank, 1 mm to 10 mm
- 1 File handle.
- 1 Hacksaw frame.
- 1 Half round file.
- 1 Round file.
- 1 Flat file.

Spray painter

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



MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

ANNEXURE D

[Stipulated in clause 2 of Division A]

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

PARTY SHOP	RMI	
	FRA	

NON-PARTY SHOP	
----------------	--

FULL NAME OF ESTABLISHMENT _____

STREET ADDRESS _____

POSTAL ADDRESS _____

TELEPHONE No. FAX No.

E-MAIL ADDRESS

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

DATE	<input type="text"/>
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CONTINUES ON PAGE 258 OF BOOK 3

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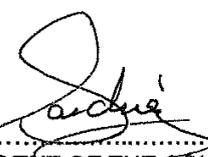


AIDS HELPLINE: 0800-0123-22 Prevention is the cure

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

SIGNED AT RANDBURG ON BEHALF OF THE PARTIES THIS 23rd DAY OF JANUARY 2023.


..... M. KEYTER
PRESIDENT OF THE COUNCIL


..... L. BOUCHIER
VICE- PRESIDENT OF THE COUNCIL


..... L. LEDWABA
GENERAL SECRETARY

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 3227

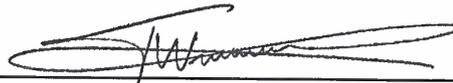
31 March 2023

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO: ADMINISTRATIVE COLLECTIVE AGREEMENT

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(7) of the Labour Relations Act, 1995 cancel Government Notice No. R. 2407 of 24 August 2022 with effect from the second Monday after the date of publication of this notice.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 13/03/2023

DEPARTMENT OF HEALTH

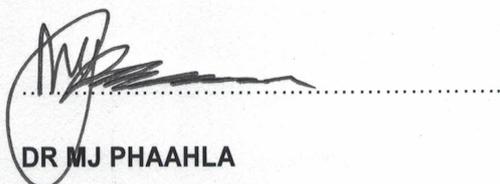
NO. R. 3228

31 March 2023

HEALTH PROFESSIONS ACT, 1974 (ACT NO.56 OF 1974)

AMENDMENT OF REGULATIONS RELATING TO THE CONSTITUTION OF THE
PROFESSIONAL BOARD FOR OPTOMETRY AND DISPENSING OPTICIANS

The Minister of Health has, in terms of section 15 of the Health Professions Act, 1974 (Act No. 56 of 1974), and on the recommendation of the Health Professions Council of South Africa, made the regulations in the Schedule.



DR MJ PHAAHLA

MINISTER OF HEALTH

DATE: 20/11/2022

SCHEDULE**Definitions**

1. In these regulations “**the regulations**” means the regulations relating to the constitution of the professional board for optometry and dispensing opticians as published under Government Notice No. R. 1250 in *Government Gazette* No. 31633 of 28 November 2008, and any word or expression to which a meaning has been assigned in the regulations shall bear such meaning, unless the context indicates otherwise –

Amendment of regulation 2 of the regulations

2. Regulation 2 of the regulations is hereby amended by the substitution for paragraph (c) of the following paragraph:
 - “(c) one person registered with the board, who shall be nominated by Universities South Africa to represent the educational institutions;”

SOUTH AFRICAN REVENUE SERVICE

NO. R. 3229

31 March 2023

GENERAL EXPLANATORY NOTE:

[] Words that are between square brackets and in bold typeface indicate deletions from the existing rules.

_____ Words that are underlined with a solid line indicate insertions in the existing rules.

**CUSTOMS AND EXCISE ACT, 1964
AMENDMENT OF RULES (DAR 243)**

Under sections 54AA and 120 of the Customs and Excise Act, 1964 (Act No. 91 of 1964), the rules published in Government Notice R.1874 of 8 December 1995 are hereby amended to the extent set out in the Schedule hereto

**EDWARD CHRISTIAN KIESWETTER****COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE****SCHEDULE****Substitution of forms**

Item 202.00 of the Schedule to the rules is hereby amended by the substitution of the following forms:

“DA 180 Environmental Levy Account for Carbon Tax (front page)
Completion notes to DA 180 carbon tax account”



CUSTOMS & EXCISE

DA 180

Environmental Levy Account for Carbon Tax
(Chapter VA of the Customs and Excise Act, 1964, and the rules thereto)

A. Licensee particulars:

Warehouse number	Excise Client Code	Accounting Period
Licensee		From: <input type="text"/> To: <input type="text"/>
Trading as		
Physical address		Postal code <input type="text"/>

B. Declaration of Emission Equivalent:

Indicate the relevant methodology of declaration by marking the relevant tick box with X

Section 4 (1) of Carbon Tax Act, 2019

Section 4 (2) of Carbon Tax Act, 2019

Important note: DA 180 and DA 180.02 annexure must be completed.

Important note: DA 180 and relevant DA 180.01 and DA 180.02 annexures must be completed.

B.1 If section 4(1) is applicable, declare the emissions in the relevant fields below according to the corresponding IPCC codes:

IPCC Code	Fuel combustion emissions	Fugitive emissions	Industrial process emissions

Note: If space is insufficient, complete an annexure sheet.

B.2 If section 4(2) is applicable, select the Types of Emissions by marking the relevant tick box below with X to obtain the relevant DA180.01 annexure(s) and declare the emissions in the relevant fields below according to the corresponding IPCC codes:

IPCC Code	Fuel Combustion (Stationary) (DA180.01A.1)	Fuel Combustion (Non-Stationary) (DA180.01A.2)	Fugitive (Oil & Natural Gas) (DA180.01B.1)	Fugitive (Coal Mining & Handling) (DA180.01B.2)	Industrial Process (DA180.01C)

Note: If space is insufficient, complete an annexure sheet.



CUSTOMS & EXCISE

DA 180

NOTES

COMPLETION NOTES FOR THE DA 180 ENVIRONMENTAL LEVY ACCOUNT FOR CARBON TAX, DA 180.01A.1 FUEL COMBUSTION (STATIONARY), DA 180.01A.2 FUEL COMBUSTIONS (NON-STATIONARY), DA 180.01B.1 FUGITIVE (OIL AND NATURAL GAS), DA 180.01B.2 FUGITIVE (COAL MINING AND HANDLING), DA 180.01C INDUSTRIAL PROCESS AND DA 180.02 CARBON TAX ALLOWANCES.

Particulars to be specified: These notes must be read in conjunction with the DA 180 - "Completion Manual" (available on the SARS website)

The account information must be submitted via SARS eFiling on the EXD 01 return. The completed and signed DA 180 account hard copy and its supporting documents must be kept for record purposes [Refer to rule 119A.R101A(10)(d)(a-g)]

The Gross Levy Payable, Net Levy Payable, Underpaid / Overpaid and Total Amount Payable respectively, must all be indicated in Rand (R) and Cent (C).

EXPLANATION OF THE FIELDS ON THE DA 180 – CARBON TAX ACCOUNT

Section A. Licensee particulars

- Warehouse number: The relevant warehouse number allocated to the licensed warehouse for Excise.
- Excise Client Code: The Excise code issued to the licensee for Excise.
- Licensee: The official business name of the licensee as registered with the Registrar of Companies.
- Trading as: The official company name of the licensee as registered with the Registrar of Companies.
- Physical Address: The street address of the licensed warehouse.
- Postal Code: The postal area code of the licensed warehouse.
- Accounting Period: The 12-month period in which the carbon emissions occurred at the licensed warehouse premises. The 12-month period starts on 1 January and ends on 31 December of each year.

Section B. Declaration of Emission Equivalent

- Indicate the relevant methodology of declaration by marking the relevant tick box for 'Section 4(1) of Carbon Tax Act, 2019' and/or 'Section 4(2) of Carbon Tax Act, 2019' with an X.

Note: Section 4(1) of the Carbon Tax Act, 2019, relates to an emissions determination methodology approved by the Department of Environmental Affairs (DEA) for Tier 3 reporting in terms of the National Greenhouse Gas Emission Reporting Regulations under the National Environmental Management: Air Quality Act, 2004. If the 'Section 4(1)' methodology is used for the declaration, then the DA 180 and DA 180.02 annexure must be completed.

Section 4(2) of the Carbon Tax Act, 2019, relates to an emissions determination methodology for Tier 1 or Tier 2 reporting in terms of the National Greenhouse Gas Emission Reporting Regulations under the National Environmental Management: Air Quality Act, 2004. If the 'Section 4(2)' methodology is used for the declaration, then the DA 180 and relevant DA 180.01 and DA 180.02 annexures must be completed.

- B.1 If Section 4(1) is applicable:
If section 4(1) is ticked, insert the DEA declared figures in the relevant fields for Fuel Combustion emissions, Fugitive emissions and/or Industrial process emissions according to the corresponding IPCC codes.
- B.2 If Section 4(2) is applicable:
If section 4(2) is ticked, indicate the Types of Emissions by marking the appropriate tick box(es) with an X to obtain the relevant DA 180.01 annexure(s) and declare the emissions in the relevant fields for Fuel Combustion (Stationary), Fuel Combustion (Non-Stationary), Fugitive (Oil & Natural Gas), Fugitive (Coal Mining & Handling), and/or Industrial Process according to the corresponding IPCC codes.
- B.3 Calculation of Net Emission Equivalent:

$$\{[(E - S) \times (1 - C)] - [D \times (1 - M)]\} + \{P \times (1 - J)\} + \{F \times (1 - K)\} = \text{Net Emission Equivalent (X)}$$

- "X" represents the amount to be determined that must not be less than zero;
- "E" represents the number in respect of the fuel combustion related greenhouse gas emissions of the taxpayer in respect of that tax period expressed as a carbon dioxide equivalent determined in terms of section 4(2)(a);
- "S" represents the number in respect of greenhouse gas emissions, expressed in terms of carbon dioxide equivalent that were sequestered in respect of that tax period as verified and certified by the Department of Environmental Affairs;
- "C" represents a number equal to the sum of the percentages of allowances determined under sections 7, 10, 11, 12, and 13 in respect of that tax period subject to section 14;
- "D" represents the number in respect of the petrol and diesel related greenhouse gas emissions of that taxpayer in respect of that tax period expressed as a carbon dioxide equivalent, determined in terms of section 4(2)(a);
- "M" represents a number equal to the sum of the percentages of the allowances determined under sections 7, 12 and 13 in respect of that tax period, subject to section 14;
- "P" represents the number in respect of the industrial process related greenhouse gas emissions of the taxpayer in



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respect of that tax period expressed as a carbon dioxide equivalent determined in terms of section 4(2)(c);

- “J” represents a number equal to the sum of the percentages of the allowances determined under sections 7, 8, 10, 11, 12 and 13 in respect of that tax period, subject to section 14;
 - “F” represents the number in respect of the fugitive greenhouse gas emissions of the taxpayer in respect of that tax period expressed as a carbon dioxide equivalent determined in terms of section 4(2)(b); and
 - “K” represents the sum of the percentages of the allowances determined in terms of sections 7, 9, 10, 11, 12 and 13 in respect of that tax period, subject to section 14;
- (Provided that where the number in respect of the determination of the expression “(E-S)” in the formula is less than zero, that number must be deemed to be zero.)

Note: For the purposes of this section, “sequestrate” means—

- (a) the process of storing a greenhouse gas in forestry plantations and harvested wood products within the operational control of the taxpayer in respect of fuel combustion emissions declared in terms of IPCC codes 1A2d for pulp, paper and print and 1A2j for wood and wood products in terms of section 4(1); or
- (b) the process of storing a greenhouse gas in forestry plantations and harvested wood products within the operational control of the taxpayer in respect of fuel combustion emissions declared in terms of IPCC codes 1A2d for pulp, paper and print and 1A2j for wood and wood products or increasing the carbon content of a carbon reservoir other than the atmosphere in respect of fuel combustion emissions declared in terms of section 4(2)(a).

Section C. Determination of Environmental Levy payable

➤ C.1 Calculation of Gross Levy Payable:

Total Net Emission Equivalent multiplied by the rate of environmental levy to determine the Gross Levy Payable.

➤ C.2 Calculation of Net Levy Payable:

The Net Levy Payable is calculated by the adjustment of the Gross Levy Payable, where applicable, in respect of either the generation of electricity from fossil fuels or the production of petrol by a petroleum refinery during the tax period.

In the case of the generation of electricity from fossil fuels, please use the formula:

$$X = A - B - C \text{ in which -}$$

- “X” represents the amount to be determined that must not be less than zero;
- “A” represents the amount of the Gross Levy Payable in respect of a tax period;
- “B” represents an amount equal to the quantity of renewable electricity (kWh) purchased under a power purchase agreement multiplied by the renewable energy premium determined by the Minister by notice in the *Gazette* in respect of a tax period, until 31 December 2025; and
- “C” represents an amount equal to the environmental levy contemplated in respect of electricity generated in the Republic in Section B of Part 3 of Schedule 1 to the Customs and Excise Act, 1964 (Act No. 91 of 1964), paid in respect of a tax year, until 31 December 2025.

In the case of the production of petrol by a petroleum refinery, please use the formula:

$$X = A - (B \times P) \text{ in which -}$$

- “X” represents the amount to be determined that must not be less than zero;
- “A” represents the amount of the Gross Levy Payable in respect of a tax period;
- “B” represents the amount of cents per litre in terms of section 6(3)(c); and
- “P” represents the total volume of petrol produced expressed in litres.

➤ C.3 Calculation of Total Amount Payable:

Net Levy Payable: Gross Levy Payable adjusted, where applicable, in respect of either the generation of electricity from fossil fuels or the production of petrol by a petroleum refinery during the tax period.

Less Overpaid on previous period: If an amount was overpaid on a previous account the amount must be deducted from the Net Levy Payable.

Plus Underpaid on previous period: If an amount was underpaid on a previous account, the amount must be added to the Net Levy Payable.

Note: An under-payment and/or under-declaration must be corrected as soon as it is detected. You should not wait for the next account submission. This is necessary to limit the payable interest on the outstanding amount due. Ensure you contact the relevant SARS – Excise branch office for guidance and assistance herein. The same applies to an over-declaration or over-payment.

➤ **Declaration Box:** The licensee or his duly appointed, by proxy, public officer must complete their personal particulars and signature with date of completion of the DA 180 account.



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DA 180

EXPLANATION OF THE FIELDS ON THE DA 180.01A.1 – FUEL COMBUSTION (STATIONARY)**Section A. Licensee particulars**

- Warehouse number: The relevant warehouse number allocated to the licensed warehouse for Excise.
- Excise Client Code: The Excise code issued to the licensee for Excise.
- Licensee: The official business name of the licensee as registered with the Registrar of Companies.
- Trading as: The official company name of the licensee as registered with the Registrar of Companies.
- Physical Address: The street address of the licensed warehouse.
- Postal Code: The postal area code of the licensed warehouse.
- Accounting Period: The 12-month period in which the carbon emissions occurred at the licensed warehouse premises. The 12-month period starts on 1 January and ends on 31 December of each year.

Section B. Carbon dioxide equivalent declaration (section 4(2) of Carbon Tax Act, 2019, methodology)

- B.1 – Emissions factor - The greenhouse gas emission factor, in carbon dioxide equivalent per tonne that must be determined in accordance with the formula: $X = \{(C \times 1) + (M \times 23) + (N \times 296)\} \times D / Y = X$ in which formula:
 - “X” represents the number to be determined;
 - “C” represents the carbon dioxide emissions of a fuel type determined by matching the fuel type listed in the column “fuel type” in Table 1 of Schedule 1 with the number in the corresponding line of the column “CO₂ (KGCO₂/TJ)” of that table;
 - “M” represents the methane emissions of a fuel type determined by matching the fuel type listed in the column “fuel type” in Table 1 of Schedule 1 with the number in the corresponding line of the column “CH₄ (KGCH₄/TJ)” of that table;
 - “N” represents the Nitrous Oxide emissions of a fuel type determined by matching the fuel type listed in the column “fuel type” in Table 1 of Schedule 1 with the number in the corresponding line of the column “N₂O (KGN₂O/TJ)” of that table; and
 - “Y” represents the number 1000.
 - “D” represents the default net calorific value (Terra Joule per tonne) of a fuel type determined by matching the fuel type listed in the column listed in the column “fuel type” in Table 1 of Schedule 1 with the number in the corresponding line of the column “DEFAULT NET CALORIFIC VALUE (TJ/TONNE)” of that table.
 - Use the prescribed Schedule for Carbon Tax Fuel Combustion Emission factors – Stationary to calculate the Emission factor in Carbon Dioxide equivalent per tonne.
 - B.2 – Emissions equivalent - A number constituted by the sum of the respective numbers determined for each type of fuel in respect of which a greenhouse gas is emitted in respect of that tax period which respective numbers must be determined in accordance with the formula: $E = (A \times B)$ in which formula:
 - “E” represents the number to be determined;
 - “A” represents the mass of any one type of the fuel expressed in tonne that is the source of the greenhouse gas emission, other than any fuel utilised for the purpose of international aviation and maritime transport; and
 - “B” represents the greenhouse gas emission factor in carbon dioxide equivalent per tonne that must be determined in accordance with the formula.
 - Use the Total of A (mass in tonne) multiplied by total of B (Emission factor) to calculate the Emission Equivalent.
- Note:** For the conversion of volume to mass, use the appropriate density conversion factor provided in DEA's Technical Guidelines for Monitoring, Reporting and Verification of Greenhouse Gas Emissions by Industry available at <https://www.environment.gov.za/legislation/guide-lines>
- B.3 – Completion of the table of emissions equivalent utilising the prescribed Schedule 1 of the Carbon Tax Act, 2019.

Section C

- The Emissions Equivalent figures as reflected in this DA180.01A.1 represented by E as above must be carried forward to the DA 180 (front-page) section B.2 to be inserted in the Fuel Combustion (Stationary) fields according to the corresponding IPCC codes.



CUSTOMS & EXCISE

DA 180

EXPLANATION OF THE FIELDS ON THE DA 180.01A.2 – FUEL COMBUSTION (NON-STATIONARY)

Section A. Licensee particulars

- Warehouse number: The relevant warehouse number allocated to the licensed warehouse for Excise.
- Excise Client Code: The Excise code issued to the licensee for Excise.
- Licensee: The official business name of the licensee as registered with the Registrar of Companies.
- Trading as: The official company name of the licensee as registered with the Registrar of Companies.
- Physical Address: The street address of the licensed warehouse.
- Postal Code: The postal area code of the licensed warehouse.
- Accounting Period: The 12-month period in which the carbon emissions occurred at the licensed warehouse premises. The 12-month period starts on 1 January and ends on 31 December of each year.

Section B. Carbon dioxide equivalent declaration (section 4(2) of Carbon Tax Act, 2019, methodology

- B.1 – Emissions factor - The greenhouse gas emission factor, in carbon dioxide equivalent per tonne that must be determined in accordance with the formula: $X = \{(C \times 1) + (M \times 23) + (N \times 296)\} \times D / Y = X$ in which formula:
 - “X” represents the number to be determined;
 - “C” represents the carbon dioxide emissions of a fuel type determined by matching the fuel type listed in the column “fuel type” in Table 1 of Schedule 1 with number in the corresponding line of the column “CO₂ (KGCO₂/TJ)” of that table;
 - “M” represents the methane emissions of a fuel type determined by matching the fuel type list in the column “fuel type” in Table 1 of Schedule 1 with the number in the corresponding line of the column “CH₄ (KGCH₄/TJ)” of that table;
 - “N” represents the Nitrous Oxide emissions of a fuel type determined by matching the fuel type list in the column “fuel type” in Table 1 of Schedule 1 with the number in the corresponding line of the column “N₂O (KG N₂O/TJ)” of that table;
 - “Y” represents the number 1000.
 - “D” represents the default net calorific value (Terra Joule per tonne) of a fuel type determined by matching the fuel type listed in the column “fuel type” in Table 1 of Schedule 1 with the number in the corresponding line of the column “DEFAULT NET CALORIFIC VALUE (TERRA JOULE PER TONNE)” of that table.
- Use the prescribed Schedule for Carbon Tax Fuel Combustion Emission factors – Non-Stationary to calculate the Emission factor in Carbon Dioxide equivalent per tonne.
- B.2 – Emissions equivalent - A number constituted by the sum of the respective numbers determined for each type of fuel in respect of which a greenhouse gas is emitted in respect of that tax period which respective numbers must be determined in accordance with the formula: $E = (A \times B)$ in which formula:
 - “E” represents the number to be determined;
 - “A” represents the mass of any one type of the fuel expressed in tonne that is the source of the greenhouse gas emission, other than any fuel utilised for the purpose of international aviation and maritime transport; and
 - “B” represents the greenhouse gas emission factor in carbon dioxide equivalent per tonne that must be determined in accordance with the formula.
- Use the Total of A (mass in tonne) multiplied by total of B (Emission factor) to calculate the Emission Equivalent.

Note: For the conversion of volume to mass, use the appropriate density conversion factor provided in DEA’s Technical Guidelines for Monitoring, Reporting and Verification of Greenhouse Gas Emissions by Industry available at <https://www.environment.gov.za/legislation/guidelines>

- B.3 – Completion of the table of emissions equivalent utilising the prescribed Schedule 1 of the Carbon Tax Act, 2019.

Section C.

- The Emissions Equivalent figures as reflected in this DA 180.01A.2 represented by E as above must be carried forward to the DA 180 (front-page) section B.2 to be inserted in the Fuel Combustion (Non-Stationary) fields according to the corresponding IPCC codes.



CUSTOMS & EXCISE

DA 180

EXPLANATION OF THE FIELDS ON THE DA 180.01B.1 – FUGITIVE (OIL AND NATURAL GAS)

Section A. Licensee particulars

- Warehouse number: The relevant warehouse number allocated to the licensed warehouse for Excise.
- Excise Client Code: The Excise code issued to the licensee for Excise.
- Licensee: The official business name of the licensee as registered with the Registrar of Companies.
- Trading as: The official company name of the licensee as registered with the Registrar of Companies.
- Physical Address: The street address of the licensed warehouse.
- Postal Code: The postal area code of the licensed warehouse.
- Accounting Period: The 12-month period in which the carbon emissions occurred at the licensed warehouse premises. The 12-month period starts on 1 January and ends on 31 December of each year.

Section B. Carbon dioxide equivalent declaration (section 4(2) of Carbon Tax Act, 2019, methodology

- B.1 – Emissions factor - The greenhouse gas emission factor, in carbon dioxide equivalent per tonne that must be determined in accordance with the formula: $\{(C \times 1) + (M \times 23) + (N \times 296)\} \times Y = X$ in which formula:
 - “X” represents the number to be determined;
 - “C” represents the carbon dioxide emissions of a fuel type determined by matching the fuel type listed in the column “fuel type” in Table 2 of Schedule 1 with the number in the corresponding line of the column “CO₂” of that table;
 - “M” represents the methane emissions of a fuel type determined by matching the fuel type list in the column “fuel type” in Table 2 of Schedule 1 with the number in the corresponding line of the column “CH₄” of that table;
 - “N” represents the Nitrous Oxide emissions of a fuel type determined by matching the fuel type list in the column “fuel type” in Table 1 of Schedule 1 with the number in the corresponding line of the column “N₂O” of that table.
 - “Y” represents the number 1000.
- Use the prescribed Schedule for Carbon Tax Fugitive Emission Factors to calculate the Emission factor in Carbon Dioxide equivalent per tonne (X)
- B.2 – Emissions equivalent: A number constituted by the sum of respective numbers determined for each type of commodity, fuel or technology in respect of which the greenhouse gas is emitted in respect of a tax period which respective numbers must be determined in accordance with the formula: $F = (N \times Q)$ in which formula:
 - “F” represents the number to be determined;
 - “N” represents the mass expressed in tonne in the case of solid fuels or volume of each type of fuel expressed in cubic metres in the case of fuels other than solid fuels, in respect of the greenhouse gas emissions; and
 - “Q” represents the greenhouse gas emission factor in carbon dioxide equivalent per tonne or cubic metres that must be determined in accordance with the formula.
- Use the Total of N (mass in tonne) multiplied by total of X (Emission factor) to calculate the Emission Equivalent F.

Note: For the conversion of volume to mass, use the appropriate density conversion factor provided in DEA's Technical Guidelines for Monitoring, Reporting and Verification of Greenhouse Gas Emissions by Industry available at <https://www.environment.gov.za/legislation/guidelines>.

- B.3 – Completion of the table of emissions equivalent utilising the prescribed Schedule 1 of the Carbon Tax Act, 2019.

Section C.

- The Emissions Equivalent figures as reflected in this DA180.01B.1 represented by F as above must be carried forward to the DA 180 (front-page) section B.2 to be inserted in the Fugitive (Oil and Natural Gas) fields according to the corresponding IPCC codes.



South African Revenue Service

CUSTOMS & EXCISE

DA 180

EXPLANATION OF THE FIELDS ON THE DA 180.01B.2 – FUGITIVE (COAL MINING AND HANDLING)

Section A. Licensee particulars

- Warehouse number: The relevant warehouse number allocated to the licensed warehouse for Excise.
- Excise Client Code: The Excise code issued to the licensee for Excise.
- Licensee: The official business name of the licensee as registered with the Registrar of Companies.
- Trading as: The official company name of the licensee as registered with the Registrar of Companies.
- Physical Address: The street address of the licensed warehouse.
- Postal Code: The postal area code of the licensed warehouse.
- Accounting Period: The 12-month period in which the carbon emissions occurred at the licensed warehouse premises. The 12-month period starts on 1 January and ends on 31 December of each year.

Section B. Carbon dioxide equivalent declaration (section 4(2) of Carbon Tax Act, 2019, methodology)

- B.1 – Emissions factor - The greenhouse gas emission factor, in carbon dioxide equivalent per tonne that must be determined in accordance with the formula: $\{(M \times D \times 23) \times Y\} \div X$ in which formula:
 - “X” represents the number to be determined;
 - “M” represents the methane emissions of a fuel type determined by matching the fuel type list in the column “fuel type” in Table 2 of Schedule 1 with the number in the corresponding line of the column “CH₄” of that table;
 - “D” represents the density factor for coal mining and handling methane emissions; and
 - “Y” represents the number 1000.
- Use the prescribed Schedule for Carbon Tax Fugitive Emission Factors to calculate the Emission factor in Carbon Dioxide equivalent per tonne (X)
- B.2 – Emissions equivalent: A number constituted by the sum of respective numbers determined for each type of commodity, fuel or technology in respect of which the greenhouse gas is emitted in respect of a tax period which respective numbers must be determined in accordance with the formula: $F = (N \times Q)$ in which formula:
 - “F” represents the number to be determined;
 - “N” represents the mass expressed in tonne in the case of solid fuels or volume of each type of fuel expressed in cubic metres in the case of fuels other than solid fuels, in respect of the greenhouse gas emissions; and
 - “Q” represents the greenhouse gas emission factor in carbon dioxide equivalent per tonne or cubic metres that must be determined in accordance with the formula.
- Use the Total of N (mass in tonne) multiplied by total of X (Emission factor) to calculate the Emissions Equivalent (F).

Note: For the conversion of volume to mass, use the appropriate density conversion factor provided in DEA’s Technical Guidelines for Monitoring, Reporting and Verification of Greenhouse Gas Emissions by Industry available at <https://www.environment.gov.za/legislation/guidelines>.

- B.3 – Completion of the table of emissions equivalent utilising the prescribed Schedule 1 of the Carbon Tax Act, 2019.

Section C.

- The Emissions Equivalent figures as reflected in this DA180.01B.2 represented by F as above must be carried forward to the DA 180 (front-page) section B.2 to be inserted in the Fugitive (Coal Mining and Handling) fields according to the corresponding IPCC codes.



CUSTOMS & EXCISE

DA 180

EXPLANATION OF THE FIELDS ON THE DA 180.01C – INDUSTRIAL PROCESS

Section A. Licensee particulars

- Warehouse number: The relevant warehouse number allocated to the licensed warehouse for Excise.
- Excise Client Code: The Excise code issued to the licensee for Excise.
- Licensee: The official business name of the licensee as registered with the Registrar of Companies.
- Trading as: The official company name of the licensee as registered with the Registrar of Companies.
- Physical Address: The street address of the licensed warehouse.
- Postal Code: The postal area code of the licensed warehouse.
- Accounting Period: The 12-month period in which the carbon emissions occurred at the licensed warehouse premises. The 12-month period starts on 1 January and ends on 31 December of each year.

Section B. Carbon dioxide equivalent declaration (section 4(2) of Carbon Tax Act, 2019, methodology

- B.1 – Emissions factor - The greenhouse gas emission factor, in carbon dioxide equivalent per tonne that must be determined in accordance with the formula: $\{(C \times 1) + (M \times 23) + (N \times 296) + (H \times 11\,900) + (T \times 5\,700) + (S \times 22\,200)\} = X$ in which formula:
 - “X” represents the number to be determined;
 - “C” represents the carbon dioxide emissions of a raw material or product determined by matching the fuel type listed in the column “SOURCE CATEGORY ACTIVITY / RAW MATERIAL / PRODUCT” in Table 3 of Schedule 1 with the number in the corresponding line of the column “tonne CO₂ / tonne product” of that table;
 - “M” represents the methane emissions of a raw material or product determined by matching the fuel type listed in the column “SOURCE CATEGORY ACTIVITY / RAW MATERIAL / PRODUCT” in Table 3 of Schedule 1 with the number in the corresponding line of the column “tonne CH₄ / tonne product” of that table;
 - “N” represents the Nitrous Oxide emissions of a raw material or product determined by matching the fuel type listed in the column “SOURCE CATEGORY ACTIVITY / RAW MATERIAL / PRODUCT” in Table 3 of Schedule 1 with the number in the corresponding line of the column “tonne N₂O / tonne product” of that table;
 - “H” represents the Hexafluoroethane (C₂F₆) emissions of a raw material or product determined by matching the fuel type listed in the column “SOURCE CATEGORY ACTIVITY / RAW MATERIAL / PRODUCT” in Table 3 of Schedule 1 with the number in the corresponding line of the column “tonne C₂F₆ / tonne product” of that table.
 - “T” represents the carbon tetrafluoride (CF₄) emissions of a raw material or product determined by matching the fuel type listed in the column “SOURCE CATEGORY ACTIVITY / RAW MATERIAL / PRODUCT” in Table 3 of Schedule 1 with the number in the corresponding line of the column “tonne CF₄ / tonne product” of that table.
 - “S” represents the Sulphur hexafluoride (SF₆) emissions of a raw material or product determined by matching the fuel type listed in the column “SOURCE CATEGORY ACTIVITY / RAW MATERIAL / PRODUCT” in Table 3 of Schedule 1 with the number in the corresponding line of the column “tonne SF₆ / tonne product” of that table.
- Use the prescribed Schedule for Carbon Tax Industrial Process Factors to calculate the Emission factor in Carbon Dioxide equivalent per tonne (X)
- B.2 – Emissions equivalent in respect of a tax period that is a number constituted by the sum of the respective numbers determined for each type of commodity, fuel or technology in respect of which the greenhouse gas is emitted in respect of that tax period which respective numbers must be determined in accordance with the formula: $(G \times H) = P$ in which formula:
 - “P” represents the amount to be determined that must not be less than zero;
 - “G” represents the mass of each raw material used or product produced expressed in tonne in respect of which greenhouse gas is emitted in respect of that tax period; and
 - “H” represents the greenhouse gas emission factor in carbon dioxide emissions equivalent per tonne for each raw material used or product produced that must be determined in accordance with the formula.
- Use the Total of G (mass in tonne) multiplied by total of X (Emission factor) to calculate the Emissions Equivalent

Note: For the conversion of volume to mass, use the appropriate density conversion factor provided in DEA’s Technical Guidelines for Monitoring, Reporting and Verification of Greenhouse Gas Emissions by Industry available at <https://www.environment.gov.za/legislation/guidelines>

- B.3 – Completion of the table of emissions equivalent utilising the prescribed Schedule 1 of the Carbon Tax Act, 2019.

Section C.

- The Emissions Equivalent figures as reflected in this DA 180.01C represented by P as above must be carried forward to the DA 180 (front-page) section B.2 to be inserted in the Industrial Process fields according to the corresponding IPCC codes.



CUSTOMS & EXCISE

DA 180

EXPLANATION OF THE FIELDS ON THE DA 180.02 – CARBON TAX ALLOWANCES

Section A. Licensee particulars

- Warehouse number: The relevant warehouse number allocated to the licensed warehouse for Excise.
- Excise Client Code: The Excise code issued to the licensee for Excise.
- Licensee: The official business name of the licensee as registered with the Registrar of Companies.
- Trading as: The official company name of the licensee as registered with the Registrar of Companies.
- Physical Address: The street address of the licensed warehouse.
- Postal Code: The postal area code of the licensed warehouse.
- Accounting Period: The 12-month period in which the carbon emissions occurred at the licensed warehouse premises. The 12-month period starts on 1 January and ends on 31 December of each year.

Section B. Calculation of Allowances

- B.1 – Performance allowance formula for column 692.05: $(A / B - C) \times D = Z$, in which formula:
 - “Z” represents the percentage to be determined that must not be less than zero;
 - “A” represents the sector or sub-sector greenhouse gas emissions intensity benchmark as prescribed by the Minister, or the number zero where no value is prescribed;
 - “B” represents the measured and verified greenhouse gas emissions intensity of a taxpayer in respect of a tax period;
 - “C” represents the number one; and
 - “D” represents the number 100.
- B.2 – Determine the percentages for the relevant allowances per IPCC code as reflected in the matching activity line of the prescribed Schedule:

The percentages for the relevant Basic Tax Free (692.01), Industrial Process Emissions (692.02), Fugitive Emissions (692.03), Trade Exposure (692.04), Performance (692.05), Carbon Budget (692.06) and/or Offset (692.07) allowances should be summed (G) to not exceed the prescribed maximum total percentage of allowances (H) per IPCC code.

Section C.

- The relevant allowances in B.2 above must be carried forward for declaration in the relevant fields of section B.3 on the DA 180 (front page) according to the corresponding IPCC codes.

SOUTH AFRICAN REVENUE SERVICE

NO. R. 3230

31 March 2023

GENERAL EXPLANATORY NOTE:

[] Words that are between square brackets and in bold typeface indicate deletions from the existing rules.

_____ Words that are underlined with a solid line indicate insertions in the existing rules.

CUSTOMS AND EXCISE ACT, 1964
AMENDMENT OF RULES (DAR 245)

Under sections 19A and 120 of the Customs and Excise Act, 1964 (Act No. 91 of 1964), the rules published in Government Notice R.1874 of 8 December 1995 are hereby amended to the extent set out in the Schedule hereto **with effect from 1 June 2023**.



EDWARD CHRISTIAN KIESWETTER
COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE

SCHEDULE

Amendment of rule 19A.01

1. Rule 19A.01 is hereby amended by the –
 - (a) substitution in paragraph (b)(i) of the following item for item (cc):

“(cc) cigars, cheroots, cigarillos and cigarettes of tobacco or tobacco substitutes classifiable under item 104.30; **[and]**”;
 - (b) substitution in paragraph (b)(i) of the following item for item (dd):

- “(dd) Other manufactured tobacco and manufactured tobacco substitutes; "homogenised" or "reconstituted" tobacco; tobacco extracts and essences [cigarette tobacco and substitutes thereof and pipe tobacco and substitutes thereof] classifiable under item 104.35; and”;
- (c) insertion in paragraph (b)(i) of the following item after item (dd):
- “(ee) Products containing tobacco, reconstituted tobacco, nicotine, or tobacco or nicotine substitutes, intended for inhalation without combustion; other nicotine containing products intended for the intake of nicotine into the human body classifiable under item 104.37.”; and
- (d) substitution in paragraph (c)(i) of the following definition for “tobacco products”:
- ““tobacco products”, shall be deemed to be a reference to those goods contemplated in paragraph (b)(i)(cc); **[and]** (dd) and (ee).”.

Amendment of rule 19A.04

2. Rule 19A.04 is hereby amended by the substitution in paragraph (a)(ii) of the following item for item (cc):

- “(cc) tobacco products-
- (A) cigarettes and sticks, the number;
- (B) **[all other, the mass]** liquids, the volume in millilitres;
- (C) all others, the mass in kilograms;”.

Substitution of forms

3. Item 202.00 of the Schedule to the rules is hereby amended by the substitution of the following forms:

“DA 260	Excise Account: Tobacco Products (SOS) - Special Storage Warehouse
DA 260.02	Excise Account Schedule (Receipts from C&E warehouses): Tobacco Products (SOS) – Special storage warehouse

DA 260.04	Excise Account Schedule (Summary of non-duty paid removals): Tobacco Products (SOS) – Special storage warehouse
DA 260.04A (RSA)	Excise Account Schedule (Itemised list of non-duty paid removals): Tobacco Products (SOS) – Special storage warehouse
DA 260.04A (BLNS)	Excise Account Schedule (Itemised list of non-duty paid removals): Tobacco Products (SOS) – Special storage warehouse
DA 260.04A (Export)	Excise Account Schedule (Itemised list of non-duty paid removals): Tobacco Products (SOS) – Special storage warehouse
DA 260.04A (DDP)	Excise Account Schedule (Itemised list of non-duty paid removals): Tobacco Products (SOS) – Special storage warehouse
DA 260	Excise Account: Tobacco Products (VM) - Manufacturing Warehouse
DA 260.01	Excise Account Schedule (Production): Tobacco Products (VM) – Manufacturing warehouse
DA 260.02	Excise Account Schedule (Receipts from C&E warehouses): Tobacco Products (VM) – Manufacturing warehouse
DA 260.03	Excise Account Schedule (Returns of duty paid stock): Tobacco Products (VM) – Manufacturing warehouse
DA 260.04	Excise Account Schedule (Summary of non-duty paid removals): Tobacco Products (VM) – Manufacturing warehouse
DA 260.04A (RSA)	Excise Account Schedule (Itemised list of non-duty paid removals): Tobacco Products (VM) – Manufacturing warehouse
DA 260.04A (BLNS)	Excise Account Schedule (Itemised list of non-duty paid removals): Tobacco Products (VM) – Manufacturing warehouse

DA 260.04A (Export) Excise Account Schedule (Itemised list of non-duty paid removals): Tobacco Products (VM) – Manufacturing warehouse”

DA 280/04 A(DOP)

EXCISE ACCOUNT SCHEDULE		TOBACCO PRODUCTS		DA 280/04 A	
ITEMISED LIST OF NON-DUTY PAID REMOVALS		(S09) - SPECIAL STORAGE WAREHOUSE			
LICENSED WAREHOUSE NAME >>>>	PHYSICAL ADDRESS >>>>	WAREHOUSE NUMBER >>>>	WAREHOUSE CLIENT CODE >>>>	WAREHOUSE NUMBER >>>>	WAREHOUSE CLIENT CODE >>>>
REMOVAL TYPE >>>	DIP	EXCISE CLIENT CODE >>>>	EXCISE CLIENT CODE >>>>	EXCISE CLIENT CODE >>>>	EXCISE CLIENT CODE >>>>
A Separate Form Must Be Used For Each Removal Date		YEAR & MONTH(S) FROM DATE >>>>	YEAR & MONTH(S) FROM DATE >>>>	YEAR & MONTH(S) FROM DATE >>>>	YEAR & MONTH(S) FROM DATE >>>>
TARIFF ITEM(S)	TO DATE	TARIFF ITEM(S)	TO DATE	TARIFF ITEM(S)	TO DATE
14.3.505	14.3.515	14.3.501	14.3.517	14.3.509	14.3.519
14.3.506	14.3.516	14.3.502	14.3.518	14.3.510	14.3.520
14.3.507	14.3.517	14.3.503	14.3.519	14.3.511	14.3.521
14.3.508	14.3.518	14.3.504	14.3.520	14.3.512	14.3.522
14.3.509	14.3.519	14.3.505	14.3.521	14.3.513	14.3.523
14.3.510	14.3.520	14.3.506	14.3.522	14.3.514	14.3.524
14.3.511	14.3.521	14.3.507	14.3.523	14.3.515	14.3.525
14.3.512	14.3.522	14.3.508	14.3.524	14.3.516	14.3.526
14.3.513	14.3.523	14.3.509	14.3.525	14.3.517	14.3.527
14.3.514	14.3.524	14.3.510	14.3.526	14.3.518	14.3.528
14.3.515	14.3.525	14.3.511	14.3.527	14.3.519	14.3.529
14.3.516	14.3.526	14.3.512	14.3.528	14.3.520	14.3.530
14.3.517	14.3.527	14.3.513	14.3.529	14.3.521	14.3.531
14.3.518	14.3.528	14.3.514	14.3.530	14.3.522	14.3.532
14.3.519	14.3.529	14.3.515	14.3.531	14.3.523	14.3.533
14.3.520	14.3.530	14.3.516	14.3.532	14.3.524	14.3.534
14.3.521	14.3.531	14.3.517	14.3.533	14.3.525	14.3.535
14.3.522	14.3.532	14.3.518	14.3.534	14.3.526	14.3.536
14.3.523	14.3.533	14.3.519	14.3.535	14.3.527	14.3.537
14.3.524	14.3.534	14.3.520	14.3.536	14.3.528	14.3.538
14.3.525	14.3.535	14.3.521	14.3.537	14.3.529	14.3.539
14.3.526	14.3.536	14.3.522	14.3.538	14.3.530	14.3.540
14.3.527	14.3.537	14.3.523	14.3.539	14.3.531	14.3.541
14.3.528	14.3.538	14.3.524	14.3.540	14.3.532	14.3.542
14.3.529	14.3.539	14.3.525	14.3.541	14.3.533	14.3.543
14.3.530	14.3.540	14.3.526	14.3.542	14.3.534	14.3.544
14.3.531	14.3.541	14.3.527	14.3.543	14.3.535	14.3.545
14.3.532	14.3.542	14.3.528	14.3.544	14.3.536	14.3.546
14.3.533	14.3.543	14.3.529	14.3.545	14.3.537	14.3.547
14.3.534	14.3.544	14.3.530	14.3.546	14.3.538	14.3.548
14.3.535	14.3.545	14.3.531	14.3.547	14.3.539	14.3.549
14.3.536	14.3.546	14.3.532	14.3.548	14.3.540	14.3.550
14.3.537	14.3.547	14.3.533	14.3.549	14.3.541	14.3.551
14.3.538	14.3.548	14.3.534	14.3.550	14.3.542	14.3.552
14.3.539	14.3.549	14.3.535	14.3.551	14.3.543	14.3.553
14.3.540	14.3.550	14.3.536	14.3.552	14.3.544	14.3.554
14.3.541	14.3.551	14.3.537	14.3.553	14.3.545	14.3.555
14.3.542	14.3.552	14.3.538	14.3.554	14.3.546	14.3.556
14.3.543	14.3.553	14.3.539	14.3.555	14.3.547	14.3.557
14.3.544	14.3.554	14.3.540	14.3.556	14.3.548	14.3.558
14.3.545	14.3.555	14.3.541	14.3.557	14.3.549	14.3.559
14.3.546	14.3.556	14.3.542	14.3.558	14.3.550	14.3.560
14.3.547	14.3.557	14.3.543	14.3.559	14.3.551	14.3.561
14.3.548	14.3.558	14.3.544	14.3.560	14.3.552	14.3.562
14.3.549	14.3.559	14.3.545	14.3.561	14.3.553	14.3.563
14.3.550	14.3.560	14.3.546	14.3.562	14.3.554	14.3.564
14.3.551	14.3.561	14.3.547	14.3.563	14.3.555	14.3.565
14.3.552	14.3.562	14.3.548	14.3.564	14.3.556	14.3.566
14.3.553	14.3.563	14.3.549	14.3.565	14.3.557	14.3.567
14.3.554	14.3.564	14.3.550	14.3.566	14.3.558	14.3.568
14.3.555	14.3.565	14.3.551	14.3.567	14.3.559	14.3.569
14.3.556	14.3.566	14.3.552	14.3.568	14.3.560	14.3.570
14.3.557	14.3.567	14.3.553	14.3.569	14.3.561	14.3.571
14.3.558	14.3.568	14.3.554	14.3.570	14.3.562	14.3.572
14.3.559	14.3.569	14.3.555	14.3.571	14.3.563	14.3.573
14.3.560	14.3.570	14.3.556	14.3.572	14.3.564	14.3.574
14.3.561	14.3.571	14.3.557	14.3.573	14.3.565	14.3.575
14.3.562	14.3.572	14.3.558	14.3.574	14.3.566	14.3.576
14.3.563	14.3.573	14.3.559	14.3.575	14.3.567	14.3.577
14.3.564	14.3.574	14.3.560	14.3.576	14.3.568	14.3.578
14.3.565	14.3.575	14.3.561	14.3.577	14.3.569	14.3.579
14.3.566	14.3.576	14.3.562	14.3.578	14.3.570	14.3.580
14.3.567	14.3.577	14.3.563	14.3.579	14.3.571	14.3.581
14.3.568	14.3.578	14.3.564	14.3.580	14.3.572	14.3.582
14.3.569	14.3.579	14.3.565	14.3.581	14.3.573	14.3.583
14.3.570	14.3.580	14.3.566	14.3.582	14.3.574	14.3.584
14.3.571	14.3.581	14.3.567	14.3.583	14.3.575	14.3.585
14.3.572	14.3.582	14.3.568	14.3.584	14.3.576	14.3.586
14.3.573	14.3.583	14.3.569	14.3.585	14.3.577	14.3.587
14.3.574	14.3.584	14.3.570	14.3.586	14.3.578	14.3.588
14.3.575	14.3.585	14.3.571	14.3.587	14.3.579	14.3.589
14.3.576	14.3.586	14.3.572	14.3.588	14.3.580	14.3.590
14.3.577	14.3.587	14.3.573	14.3.589	14.3.581	14.3.591
14.3.578	14.3.588	14.3.574	14.3.590	14.3.582	14.3.592
14.3.579	14.3.589	14.3.575	14.3.591	14.3.583	14.3.593
14.3.580	14.3.590	14.3.576	14.3.592	14.3.584	14.3.594
14.3.581	14.3.591	14.3.577	14.3.593	14.3.585	14.3.595
14.3.582	14.3.592	14.3.578	14.3.594	14.3.586	14.3.596
14.3.583	14.3.593	14.3.579	14.3.595	14.3.587	14.3.597
14.3.584	14.3.594	14.3.580	14.3.596	14.3.588	14.3.598
14.3.585	14.3.595	14.3.581	14.3.597	14.3.589	14.3.599
14.3.586	14.3.596	14.3.582	14.3.598	14.3.590	14.3.600
14.3.587	14.3.597	14.3.583	14.3.599	14.3.591	14.3.601
14.3.588	14.3.598	14.3.584	14.3.600	14.3.592	14.3.602
14.3.589	14.3.599	14.3.585	14.3.601	14.3.593	14.3.603
14.3.590	14.3.600	14.3.586	14.3.602	14.3.594	14.3.604
14.3.591	14.3.601	14.3.587	14.3.603	14.3.595	14.3.605
14.3.592	14.3.602	14.3.588	14.3.604	14.3.596	14.3.606
14.3.593	14.3.603	14.3.589	14.3.605	14.3.597	14.3.607
14.3.594	14.3.604	14.3.590	14.3.606	14.3.598	14.3.608
14.3.595	14.3.605	14.3.591	14.3.607	14.3.599	14.3.609
14.3.596	14.3.606	14.3.592	14.3.608	14.3.600	14.3.610
14.3.597	14.3.607	14.3.593	14.3.609	14.3.601	14.3.611
14.3.598	14.3.608	14.3.594	14.3.610	14.3.602	14.3.612
14.3.599	14.3.609	14.3.595	14.3.611	14.3.603	14.3.613
14.3.600	14.3.610	14.3.596	14.3.612	14.3.604	14.3.614
14.3.601	14.3.611	14.3.597	14.3.613	14.3.605	14.3.615
14.3.602	14.3.612	14.3.598	14.3.614	14.3.606	14.3.616
14.3.603	14.3.613	14.3.599	14.3.615	14.3.607	14.3.617
14.3.604	14.3.614	14.3.600	14.3.616	14.3.608	14.3.618
14.3.605	14.3.615	14.3.601	14.3.617	14.3.609	14.3.619
14.3.606	14.3.616	14.3.602	14.3.618	14.3.610	14.3.620
14.3.607	14.3.617	14.3.603	14.3.619	14.3.611	14.3.621
14.3.608	14.3.618	14.3.604	14.3.620	14.3.612	14.3.622
14.3.609	14.3.619	14.3.605	14.3.621	14.3.613	14.3.623
14.3.610	14.3.620	14.3.606	14.3.622	14.3.614	14.3.624
14.3.611	14.3.621	14.3.607	14.3.623	14.3.615	14.3.625
14.3.612	14.3.622	14.3.608	14.3.624	14.3.616	14.3.626
14.3.613	14.3.623	14.3.609	14.3.625	14.3.617	14.3.627
14.3.614	14.3.624	14.3.610	14.3.626	14.3.618	14.3.628
14.3.615	14.3.625	14.3.611	14.3.627	14.3.619	14.3.629
14.3.616	14.3.626	14.3.612	14.3.628	14.3.620	14.3.630
14.3.617	14.3.627	14.3.613	14.3.629	14.3.621	14.3.631
14.3.618	14.3.628	14.3.614	14.3.630	14.3.622	14.3.632
14.3.619	14.3.629	14.3.615	14.3.631	14.3.623	14.3.633
14.3.620	14.3.630	14.3.616	14.3.632	14.3.624	14.3.634
14.3.621	14.3.631	14.3.617	14.3.633	14.3.625	14.3.635
14.3.622	14.3.632	14.3.618	14.3.634	14.3.626	14.3.636
14.3.623	14.3.633	14.3.619	14.3.635	14.3.627	14.3.637
14.3.624	14.3.634	14.3.620	14.3.636	14.3.628	14.3.638
14.3.625	14.3.635	14.3.621	14.3.637	14.3.629	14.3.639
14.3.626	14.3.636	14.3.622	14.3.638	14.3.630	14.3.640
14.3.627	14.3.637	14.3.623	14.3.639	14.3.631	14.3.641
14.3.628	14.3.638	14.3.624	14.3.640	14.3.632	14.3.642
14.3.629	14.3.639	14.3.625	14.3.641	14.3.633	14.3.643
14.3.630	14.3.640	14.3.626	14.3.642	14.3.634	14.3.644
14.3.631	14.3.641	14.3.627	14.3.643	14.3.635	14.3.645
14.3.632	14.3.642	14.3.628	14.3.644	14.3.636	14.3.646
14.3.633	14.3.643	14			

DA 280/04 A/RS/A

EXCISE ACCOUNT SCHEDULE ITEMISED LIST OF NON-DUTY PAID REMOVALS		TOBACCO PRODUCTS (VM) - MANUFACTURING WAREHOUSE										DA 280/04 A											
LICENSEE WAREHOUSE NAME >>>>>		WAREHOUSE NUMBER >>>>>		EXCISE CLIENT CODE >>>>>		YEAR & MONTHS >>>>>		FROM DATE >>>>>		TO DATE >>>>>		ITOB - 14.03.19											
PHYSICAL ADDRESS >>>>> (See DA 280/04)		PHYSICAL ADDRESS >>>>> (See DA 280/04)		PHYSICAL ADDRESS >>>>> (See DA 280/04)		PHYSICAL ADDRESS >>>>> (See DA 280/04)		PHYSICAL ADDRESS >>>>> (See DA 280/04)		PHYSICAL ADDRESS >>>>> (See DA 280/04)		PHYSICAL ADDRESS >>>>> (See DA 280/04)		PHYSICAL ADDRESS >>>>> (See DA 280/04)		PHYSICAL ADDRESS >>>>> (See DA 280/04)		PHYSICAL ADDRESS >>>>> (See DA 280/04)		PHYSICAL ADDRESS >>>>> (See DA 280/04)		PHYSICAL ADDRESS >>>>> (See DA 280/04)	
PRODUCT CODE		CTOB - 04.35.15		CTOB - 04.35.01		CTOB - 04.35.02		CTOB - 04.35.03		CTOB - 04.35.04		CTOB - 04.35.05		CTOB - 04.35.06		CTOB - 04.35.07		CTOB - 04.35.08		CTOB - 04.35.09		CTOB - 04.35.10	
TARIFF ITEM(S)		KG		KG NET																			
SUPPORTING DOCUMENTS (Official Documents / Commercial Documents) BROUGHT FORWARD FROM PREVIOUS DA 280/04		STATISTICAL UNIT		STATISTICAL UNIT		STATISTICAL UNIT		STATISTICAL UNIT		STATISTICAL UNIT		STATISTICAL UNIT		STATISTICAL UNIT		STATISTICAL UNIT		STATISTICAL UNIT		STATISTICAL UNIT		STATISTICAL UNIT	
SUBTOTALS CARRIED FORWARD TO NEXT DA 280/04																							
GRAND TOTALS CARRIED FORWARD TO DA 280/04																							

SOUTH AFRICAN REVENUE SERVICE

NO. R. 3231

31 March 2023

**CUSTOMS AND EXCISE ACT, 1964
AMENDMENT OF RULES**

Under sections 64E and 120 of the Customs and Excise Act, 1964 (Act 91 of 1964), the rules published in Government Notice R.1874 of 8 December 1995, are herewith amended to the extent set out in the Schedule hereto

**EDWARD CHRISTIAN KIESWETTER****COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE****SCHEDULE****Substitution of form**

Item 202.00 of the Schedule to the rules is hereby amended by the substitution of the following form:

“DA 186 Application for accredited client status under section 64E of the Customs and Excise Act, 1964”.



DA 186

APPLICATION FOR ACCREDITED CLIENT STATUS UNDER SECTION 64E OF THE CUSTOMS AND EXCISE ACT, 1964

1. APPLICANT'S EXISTING CUSTOMS AND EXCISE CLIENT NUMBERS

Please state current customs and excise client number(s) (registration or licence) in respect of the **customs activity or activities" to which this application relates, for which accredited client status is sought **"customs activity" has the meaning ascribed to in in rule 64E.01	
Please also list all other registration and licence codes issued to the applicant, including codes in respect of activities relating to excise Please note that the facility codes for licensed storage warehouses and registered rebate stores must be indicated	

2. APPLICANT PARTICULARS

Registered name of business (juristic entity) or name of natural person:					
Business address: Complex					
Street name and number:					
Unit Number					
Building name and floor number:					
Suburb/District:					
City/Town:			Street code:		
Postal address:					
Suburb/District:					
City/Town:			Postal code		
Country					
Business telephone (Including code):	Code: (____)	Tel. (____)	Fax number (incl code), if applicable:	Code: (____)	Fax. (____)
Cellular phone number:			Business e-mail address:		
Date of establishment of business:	(YYYY/MM/DD)				

3. PURPOSE OF APPLICATION

Accredited client status:	<input type="checkbox"/>	Renewal of accredited client status:	<input type="checkbox"/>	Cancellation of accredited client status:	<input type="checkbox"/>
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4. LEVEL OF ACCREDITED CLIENT STATUS APPLIED FOR (choose one):	
Level 1: Authorised Economic Operator (Compliance)	<input type="checkbox"/>
Level 2: Authorised Economic Operator (Security)	<input type="checkbox"/>

5. PARTICULARS OF CONTACT PERSON			
Title:		Initials and surname:	
First name/s:			
Telephone number (incl code):	Code: (____)	Tel. (____)	
Fax number (incl code), if applicable:	Code: (____)	Fax. (____)	
Cellular phone number:			
Email address:			
Postal Address:			
Suburb/District:			
City/Town:		Postal code:	

6. CONSENT BY THE APPLICANT FOR INFORMATION SHARING FOR PURPOSES OF MUTUAL RECOGNITION AND CO-ORDINATED INTERVENTIONS	
Does the applicant give permission for the sharing of information as contemplated in:	
Rule 64E.14(b)(ii) and rule 64E.14(c)(bb) in respect of Level 1 accredited client status (AEO Compliance)	Yes <input type="checkbox"/> No <input type="checkbox"/> *
Rule 64E.15(a)(xi)(bb) and rule 64E.15(b)(ii) in respect of Level 2 accredited client status (AEO Security)	Yes <input type="checkbox"/> No <input type="checkbox"/> *
*Please note that withholding consent will disqualify the applicant from consideration for the benefit of mutual recognition and/or co-ordinated interventions with other government agencies	

7. DOCUMENTS IN SUPPORT OF APPLICATION
--

An application must be supported by the following documents to be submitted to the customs authority on request (see rule 64E.05(2)):

- (a) a Customs Accreditation Self-Evaluation Questionnaire
- (b) a Systems Questionnaire
- (c) a completed Accreditation Agreement referred to in rule 64E.16
- (d) a letter of authorisation in the case where the application is submitted on behalf of the applicant by an external representative (i.e. registered agent, clearing agent or other representative)
- (e) any other supporting documents that may be necessary for proving compliance with the criteria for the specific level of accreditation applied for, which may include proof of financial viability, as evidenced by a copy of the audited financial statements of the applicant for the financial year preceding the date of application, or other evidence of financial viability as may be allowed by the Commissioner

8. DECLARATION

I hereby declare that the particulars herein are true and correct

Initials and surname:		Status (e.g. Director):	
Signature:		Date:	Place:

Note: If the declaration is made by the authorised officer of a juristic entity as contemplated in the rules under section 59A or 60 of the Act it must be supported by a document authorising that person to act as authorised officer on behalf of that juristic entity

FOR OFFICIAL USE ONLY

Application number:		Date received:	
Client type:		File reference:	

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