

## **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) Exemption 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 subclauses (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 authorised 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 authorised 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 being 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 subclause (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 scrutinised within 21 days from the date the Council has circularised all employers with the amending Agreements and wage schedules, either hand-delivered or by registered mail or by fax or E-mail, in the prescribed format.
- (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 subclause (d) hereof.

- (f) Applicant employers will be advised of the outcome within seven days by fax where applicable and by registered mail.
- (g) Non-party establishments may appeal to the Exemptions Board and party establishments to the National Council within 14 days from the date of receipt of the registered post or fax advising of the rejection of the application.
- (h) Appeal hearings will be attended by the Council's Auditors to assist with the interpretation of the financial information.

## 8.2. EXEMPTION BOARD

- (1) In terms of section 32(3)(e) of the Act the Council hereby establishes an independent body, to be known as the Exemptions Board, to consider appeals from non-parties against a refusal of a non-party's application for exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council.
- (2) Any non-party employer may lodge an appeal with the Council against the Council's refusal of 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 Regional Secretary concerned for consideration by the Exemptions Board appointed by the Council.
  - (b) All appeals shall be considered by the Council or regional councils with due regard to the criteria contained in the collective agreement when considering applications for exemptions by non-parties.
  - (c) All appeals 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 Exemptions 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 Exemptions Board shall deal with all appeals within 30 days of the date on which the appeal was submitted: Provided that the Board may 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 Exemptions 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 Exemptions 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 Exemptions 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.

### 8.3. 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 subclause (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 3.8(10)(f) 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 3.8(10)(f) 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 journeyman motor mechanic employed in the employer's workshop;
- trimmers sewing machines;
- stud extractors;
- drills of over 9,525 mm;
- reamers of all sizes;
- screwing tackles;
- stocks and dies and taps;
- blow lamps;
- all special spanners;
- hammer of 1 361 g and over;
- Stilson wrenches over 305mm;
- wringing irons;
- large soldering irons;
- rivet sets;
- valve seat cutters;
- valve grinding compounds;
- micrometers;
- hydrometers and electrical testing and fault-finding apparatus;
- blacksmith's tools;
- other such tools as are customarily supplied by employers

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

- (3) An employer may require each of his journeymen to supply his own tools for own use in the course of his work.
- (4) In respect of an establishment registered under Chapter I of Division C of this Agreement, an employer shall provide each repair shop assistant and body shop assistant in his employ and all employees, other than journeymen, with the tools they require for the adequate performance of their duties, and such tools shall remain the property of the employer.
- (5) An apprentice who uses his own tools in the course of his employment shall be paid R30,00 per week with a maximum of R4500 equal to a three year trade in addition to his normal remuneration, except in the case of an apprentice spraypainter, who shall be paid 75c per week in addition to his normal remuneration.
- (6) Every employer shall insure the required tools as per the prescribed tool list according to its replacement value. The maximum amount of insurance shall be determined after a proper inventory of tools in his possession has been submitted by the employee to the employer. The maximum amount of actual insurance shall be reviewed from time to time, as and when the inventory of tools changes.
- (7) Any loss through fire or theft of the nature referred to in subclause (6) in excess of the replacement value shall be borne by the employee concerned.
- (8) In the event of any of the tools provided by a journeyman or apprentice being lost, missing or not available for any reason, other than those referred to in subclause (6), the journeyman or apprentice concerned shall replace, renew or recondition such tools at his own expense.
- (9) If any apprentice fails to replace, renew or recondition such tools, his employer shall have the right to discontinue payment of the tool allowance provided for in subclause (5) until such time as the apprentice concerned complies with the provisions of subclause (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 subclauses (9) and (11).
- (13) The tools referred to in subclauses (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 subclause (1), his employer shall pay him double his hourly rate for each hour or part of an hour worked on such day.
- (3) Whenever one of the statutory public holidays referred to in subclause (1) falls on a non-working day, other than a Sunday, an employee who works on such statutory public holiday shall be remunerated at the rates prescribed in clause 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 thereby forfeit his right to any holiday pay to which he would otherwise be entitled in terms of this clause.
- (5) An employer may exchange a public holiday for another day by Agreement with an employee without incurring a penalty.

**DIVISION B****CLAUSE 1 : SCOPE OF APPLICATION**

- (1) Subject to the provisions of subclause (2) below, the provisions of this Division shall be binding on all establishments registered in terms of this Agreement, and on all employees for whom wages are prescribed in Clause 3 of this Division.
- (2) (a) Notwithstanding the provisions of subclause (1) the provisions of the Agreement as set out in the Schedule to this subclause 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 –

**in Area A –**

from 7 February 2011 to 31 August 2011 – R126 912 per annum

for the period 1 September 2011 to 31 August 2012 – R 138 324 per annum

for the period 1 September 2012 to 31 August 2013 – R149 736 per annum

**in Other Areas**

from 7 February 2011 to 31 August 2011 – R108 884 per annum

for the period 1 September 2011 to 31 August 2012 – R119 568 per annum

for the period 1 September 2012 to 31 August 2013 – R130 252 per annum

**SCHEDULE****ADMINISTRATIVE AGREEMENT**

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

**MAIN AGREEMENT - DIVISION A**

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

**MAIN AGREEMENT - DIVISION B**

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

- (b) Notwithstanding the provisions of subclause (2)(a) of this clause or any other provisions to the contrary, employees earning in excess of -g in excess of-

**in Area A –**

from 7 February 2011 to 31 August 2011 – R126 912 per annum  
 for the period 1 September 2011 to 31 August 2012 – R 138 324 per annum  
 for the period 1 September 2012 to 31 August 2013 – R149 736 per annum

**in Other Areas**

from 7 February 2011 to 31 August 2011 – R108 884 per annum  
 for the period 1 September 2011 to 31 August 2012 – R119 568 per annum  
 for the period 1 September 2012 to 31 August 2013 – R130 252 per annum

excluding commission on sales, shall not be required to work overtime other than on a voluntary basis, free from any form of coercion, intimidation or victimisation.

- (3) Notwithstanding the provisions of subclause (2) of this clause, the provisions of clause 11 of the Administrative Agreement shall apply to employees who are members of the MISA or the National Union of Metalworkers of South Africa, regardless of their earnings.
- (4) (a) Notwithstanding the provisions of subclause (1) of this clause, the provisions of 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 of Division A shall be applicable to all employees excluding commission on sales receiving up to –

**In Areas A**

from 7 February 2011 to 31 August 2011 –

R10 576 per month (R2 440,62 per week)

from 1 September 2011 to 31 August 2012 – R11 527 per month

(R2 660,08 per week)

from 1 September 2012 to 31 August 2013 – R12 478 per month

(R2 879,54 per week)

**in other areas –**

from 7 February 2011 to 31 August 2011 –

R9 073,67 per month (R2 093,92 per week)

from 1 September 2011 to 31 August 2012 – R9 964,00 per month

(R2 299,38 per week)

from 1 September 2012 to 21 August 2013 – R10 854,33 per month

(R2 504,85 per week)

- (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 who earn less than R115 500 per annum will be eligible for annual increases as stipulated in Division C Chapter III Clause 4. The threshold of R115 500 to remain for the duration of the Agreement ending 31 August 2013.

## **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.

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

2. **Guaranteed Wage Increases**

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

(2) **WAGE SCHEDULES (SECTORS 1, 2, 3, 4, 5 and 7)**

- (a) Minimum wages from 7 February 2011 to  
**31 August 2011**

Class of employee	Minimum Wages			
	Areas A		Other Areas	
	Per week	Per month	Per week	Per month
(a) Office, stores, sales and clerical employee -				
during first year of experience	691,90	2 998,23	659,78	2 859,05
during second year of experience	789,47	3 421,04	750,49	3 252,12
during third year of experience	909,22	3 939,95	865,43	3 750,20
thereafter	1 055,59	4 574,22	999,83	4 332,60
(b) Motor vehicle sales person -				
during first year of experience	834,82	3 617,55	791,19	3 428,49
thereafter	1 076,48	4 664,75	1 012,82	4 388,89
(c) Bookkeeper	1 357,17	5 881,07	1 292,48	5 600,75
(d) Accountant	2 308,77	10 004,67	2 196,42	9 517,82
(e) Parts salesperson -				
during first year of experience	870,15	3 770,69	831,10	3 601,43
thereafter	1 068,89	4 631,86	1 011,07	4 381,30

Class of Employee	All Areas	
	Per week	Per month
(f) Traveller -		
during first year of experience		
thereafter	873,74	3 786,21
(g) Supply sales person -		
during first year of experience	1 068,89	4 631,86
during second year of experience	873,74	3 786,21
during third year of experience	1 000,82	4 336,89
thereafter	1 121,88	4 861,48
(h) Part-time employees	1 203,98	5 217,25
	*	*

\* 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 **1 September 2011 to 31 August 2012:**

Class of employee	Minimum Wages			
	Areas A		Other Areas	
	Per week	Per month	Per week	Per month
(a) Office, stores, sales and clerical employee -				
during first year of experience	747,25	3 238,08	722,28	3 129,88
during second year of experience	852,63	3 694,73	821,79	3 561,09
during third year of experience	981,96	4 255,16	947,55	4 106,05
thereafter	1 140,04	4 940,17	1 095,12	4 745,52
(b) Motor vehicle sales person -				
during first year of experience	901,61	3 906,98	866,56	3 755,09
thereafter	1 162,60	5 037,93	1 109,93	4 809,70
(c) Bookkeeper	1 465,74	6 351,54	1 415,06	6 131,93
(d) Accountant	2 493,47	10 805,04	2 404,93	10 421,36
(e) Parts salesperson -				
during first year of experience	939,76	4 072,29	909,72	3 942,12
thereafter	1 154,40	5 002,40	1 107,55	4 799,38

Class of Employee	All Areas	
	Per week	Per month
(f) Traveller -		
during first year of experience	943,64	4 089,11
thereafter	1 154,40	5 002,40
(g) Supply sales person -		
during first year of experience	943,64	4 089,11
during second year of experience	1 080,89	4 683,86
during third year of experience	1 211,63	5 250,40
thereafter	1 300,30	5 634,63
(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) For the period **1 September 2012 to 31 August 2013**

Class of employee	Minimum Wages			
	Areas A		Other Areas	
	Per week	Per month	Per week	Per month
(a) Office, stores, sales and clerical employee -				
during first year of experience	799,56	3 464,76	782,34	3 390,14
during second year of experience	912,31	3 953,34	890,28	3 857,88
during third year of experience	1 050,70	4 553,03	1 026,45	4 449,95
thereafter	1 219,84	5 285,97	1 186,67	5 142,24
(b) Motor vehicle sales person -				
during first year of experience	964,72	4 180,45	938,76	4 067,96
thereafter	1 243,81	5 389,84	1 203,21	5 213,91
(c) Bookkeeper	1 568,34	6 796,14	1 532,84	6 642,31
(d) Accountant	2 668,01	11 561,38	2 605,26	11 289,46
(e) Parts salesperson -				
during first year of experience	1 005,54	4 357,34	985,26	4 269,46
thereafter	1 235,21	5 352,58	1 200,24	5 201,04

Class of Employee	All Areas	
	Per week	Per month
(f) Traveller -		
during first year of experience	1 009,69	4 375,32
thereafter	1 235,21	5 352,58
(g) Supply sales person -		
during first year of experience	1 009,69	4 375,32
during second year of experience	1 156,55	5 011,72
during third year of experience	1 296,44	5 617,91
thereafter	1 391,32	6 029,05
(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**

#### **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**

**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 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.

**Note:**

- An employer shall pay his employees who are earning above the prescribed minimum wages from 7 February 2011, the guaranteed wage increases as set out in Division D of this Agreement.
  - For the minimum prescribed wages for Sector 6 please refer to clause 3(2) of Division D of this Agreement.
  - In the case of monthly paid employees, the minimum wage shall be four and a third times the amount of the weekly wage quoted in these schedules
- (2) "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**

(a) Minimum wages from 7 February 2011 to **31 August 2011 -**

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

Class of employees	Area A		Other areas	
	per hour	per week	per hour	per week
<b>Grade 1</b>				
Char	12,13	545,85	11,31	508,95
Parking garage attendant	7,34	418,05	8,45	380,25
<b>Grade 2</b>				
Driver of motorcycles and/or scooters	16,30	733,50	14,63	658,35
General worker	16,30	733,50	14,63	658,35
Vulcaniser's operative without wheelbalancing	16,30	733,50	14,63	658,35
<b>Grade 3</b>				
Battery repairer	17,63	793,35	17,09	769,05
Driver light vehicle < 3500 kg incl. fork-lifts and tractors	17,63	793,35	17,09	769,05
New motorvehicle, motor-cycle and tricycle assembler	17,63	793,35	17,09	769,05
Operative gearbox dismantler	17,63	793,35	17,09	769,05
Scooterworker	17,63	793,35	17,09	769,05
<b>Grade 4</b>				
Operative exhaust fitter	19,25	866,25	18,66	839,70
Operative upholsterer	19,25	866,25	18,66	839,70
Vulcaniser's operative with wheelbalancing	19,25	866,25	18,66	839,70
Operative wheel-balancer	19,25	866,25	18,66	839,70
Operative sunroof fitter	19,25	866,25	18,66	839,70
<b>Grade 5</b>				
Auto electrician's assistant	21,47	956,15	20,78	935,10
Body-shop assistant	21,47	956,15	20,78	935,10
Diesel pump room assistant	21,47	956,15	20,78	935,10
Driver heavy vehicle > 3500 kg	21,47	956,15	20,78	935,10
Motorcycle mechanic's assistant	21,47	956,15	20,78	935,10
Operative airconditioner fitter	21,47	956,15	20,78	935,10
Operative radio/alarm fitter	21,47	956,15	20,78	935,10
Repair shop assistant	21,47	956,15	20,78	935,10
Radiator repairer	21,47	956,15	20,78	935,10
Supervisor	21,47	956,15	20,78	935,10
Tow bar fitter (excl. electrical wiring)	21,47	956,15	20,78	935,10
Trainee suspension fitter	21,47	956,15	20,78	935,10
<b>Grade 6</b>				
Clutch + brake operative	25,80	1161,00	24,97	1123,65
Wheel alignment worker	25,80	1160,00	24,97	1123,65

	All areas	
	Per hour	Per week
<b>Grade 7</b>		
B/A journeyman	32,12	1445,40
Tow bar fitter(including electrical wiring)	32,12	1445,40
Suspension fitter	32,12	1445,40
<b>Grade 8</b>		
Service supply salesman	36,72	1652,40
Journeyman	36,72	1652,40
<b>Other employees</b>		
Watchman	No hourly rate	667,73

**NOTE:** Wage Schedule below: Applicable to Sector 5 only

Class of employees	Minimum Wages			
	Area A		Other areas	
	per hour R	per week R	per hour R	per week R
<b>Grade 1</b>				
Forecourt Attendant (Petrol & Diesel Outlets)	649,80	14,44	649,80	14,44
Forecourt Attendant	513,00	11,40	485,10	10,78
<b>Grade 2</b>				
Cashier	733,50	16,30	658,35	14,63

**Note:** Cashier and Forecourt attendant's wages are effective from the effective date of this Agreement to **31 August 2011**.

**APPRENTICE AND LEARNERSHIP WAGES**

Class of Employee	All Areas	
	Per week	Per hour
	R	R
<b><u>APPRENTICES</u></b>		
<b><u>Three year Trades</u></b>		
First year	786,60	17,48
Second year	975,15	21,67
Third year	1198,35	26,63
<b><u>Four year Trades</u></b>		
First year	786,60	17,48
Second year	862,65	19,17
Third year	975,15	21,67
Fourth year	1198,35	26,63
<b><u>CBMT</u></b>		
Level 1	750,15	16,67
Level 2	936,00	20,80
Level 3	1125,45	25,01
Level 4	1310,40	29,12
<b><u>NQF Learnerships</u></b>		
Level 1	786,60	17,48
Level 2	862,65	19,17
Level 3	975,15	21,67
Level 4	1198,35	26,63

(c) **Minimum wages from 1 September 2011 until 31 August 2012**



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

Class of employees	Area A		Other areas	
	per hour R	per week R	per hour R	per week R
<b>Grade 1</b>				
Char	13,30	589,50	12,40	558,00
Parking garage attendant	10,03	451,35	9,28	417,60
<b>Grade 2</b>				
Driver of motorcycles and/or scooters	17,60	792,00	16,09	724,05
General worker	17,60	792,00	16,09	724,05
Vulcaniser's operative without wheelbalancing	17,60	792,00	16,09	724,05
<b>Grade 3</b>				
Battery repairer	19,04	856,80	18,69	841,05
Driver light vehicle < 3500 kg incl. fork-lifts and tractors	19,04	856,80	18,69	841,05
New motorvehicle, motor-cycle and tricycle assembler	19,04	856,80	18,69	841,05
Operative gearbox dismantler	19,04	856,80	18,69	841,05
Scooterworker	19,04	856,80	18,69	841,05
<b>Grade 4</b>				
Operative exhaust fitter	20,79	935,55	20,40	918,00
Operative upholsterer	20,79	935,55	20,40	918,00
Vulcaniser's operative with wheelbalancing	20,79	935,55	20,40	918,00
Operative wheel-balancer	20,79	935,55	20,40	918,00
Operative sunroof fitter	20,79	935,55	20,40	918,00
<b>Grade 5</b>				
Auto electrician's assistant	23,19	1043,55	22,73	1022,85
Body-shop assistant	23,19	1043,55	22,73	1022,85
Diesel pump room assistant	23,19	1043,55	22,73	1022,85
Driver heavy vehicle > 3500 kg	23,19	1043,55	22,73	1022,85
Motorcycle mechanic's assistant	23,19	1043,55	22,73	1022,85
Operative airconditioner fitter	23,19	1043,55	22,73	1022,85
Operative radio/alarm fitter	23,19	1043,55	22,73	1022,85
Repair shop assistant	23,19	1043,55	22,73	1022,85
Radiator repairer	23,19	1043,55	22,73	1022,85
Supervisor	23,19	1043,55	22,73	1022,85
Tow bar fitter (excl. electrical wiring)	23,19	1043,55	22,73	1022,85
Trainee suspension fitter	23,19	1043,55	22,73	1022,85
<b>Grade 6</b>				
Clutch + brake operative	27,86	1253,70	27,30	1228,50
27,30 Wheel alignment worker	27,86	1253,70	27,30	1228,50

	All areas	
	Per hour	Per week
<b>Grade 7</b>		
B/A journeyman	34,69	1561,05
Tow bar fitter(including electrical wiring)	34,69	1561,05
Suspension fitter	34,69	1561,05
<b>Grade 8</b>		
Service supply salesman	39,66	1784,70
Journeyman	39,66	1784,70
<b>Other employees</b>		
Watchman	No hourly rate	721,15

**NOTE:** Wage Schedule below: Applicable to Sector 5 only

	Minimum Wages			
	Area A		Other areas	
	per hour R	per week R	per hour R	per week R
<b>Grade 1</b>				
Forecourt Attendant (Petrol & Diesel Outlets)	708,30	15,74	708,30	15,74
Forecourt Attendant	642,60	14,28	628,65	13,97
<b>Grade 2</b>				
Cashier	792,00	17,60	717,75	15,95

**Note:** Cashier and Forecourt Attendants' wages for the period 1 September 2011 to 31 August 2012 will be dependent on the profit margin adjustment by the Department of Minerals and Energy.

**APPRENTICE AND LEARNERSHIP WAGES**

Class of Employee	All Areas	
	Per week	Per hour
	R	R
<b><u>APPRENTICES</u></b>		
<b><u>Three year Trades</u></b>		
First year	873,00	19,40
Second year	1082,25	24,05
Third year	1330,20	29,56
<b><u>Four year Trades</u></b>		
First year	873,00	19,40
Second year	957,60	21,28
Third year	1082,25	24,05
Fourth year	1330,20	29,56
<b><u>CBMT</u></b>		
Level 1	832,50	18,50
Level 2	1039,05	23,09
Level 3	1249,20	27,76
Level 4	1454,40	32,32
<b><u>NQF Learnerships</u></b>		
Level 1	873,00	19,40
Level 2	957,60	21,28
Level 3	1082,25	24,05
Level 4	1330,20	29,56

## (c) Minimum wages from 1 September 2012 until 31. August 2013

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

Class of employees	Area A		Other areas	
	per hour	per week	per hour	per week
<b>Grade 1</b>				
Char	14,02	630,90	13,45	605,25
Parking garage attendant	10,73	482,85	10,08	453,60
<b>Grade 2</b>				
Driver of motorcycles and/or scooters	18,83	847,35	17,49	787,05
General worker	18,83	847,35	17,49	787,05
Vulcaniser's operative without wheelbalancing	18,83	847,35	17,49	787,05
<b>Grade 3</b>				
Battery repairer	20,37	916,65	20,22	909,90
Driver light vehicle < 3500 kg incl. fork-lifts and tractors	20,37	916,65	20,22	909,90
New motorvehicle, motor-cycle and tricycle assembler	20,37	916,65	20,22	909,90
Operative gearbox dismantler	20,37	916,65	20,22	909,90
Scooterworker	20,37	916,65	20,22	909,90
<b>Grade 4</b>				
Operative exhaust fitter	22,25	1001,25	22,08	993,60
Operative upholsterer	22,25	1001,25	22,08	993,60
Vulcaniser's operative with wheelbalancing	22,25	1001,25	22,08	993,60
Operative wheel-balancer	22,25	1001,25	22,08	993,60
Operative sunroof fitter	22,25	1001,25	22,08	993,60
<b>Grade 5</b>				
Auto electrician's assistant	24,81	1116,45	24,59	1106,65
Body-shop assistant	24,81	1116,45	24,59	1106,65
Diesel pump room assistant	24,81	1116,45	24,59	1106,65
Driver heavy vehicle > 3500 kg	24,81	1116,45	24,59	1106,65
Motorcycle mechanic's assistant	24,81	1116,45	24,59	1106,65
Operative airconditioner fitter	24,81	1116,45	24,59	1106,65
Operative radio/alarm fitter	24,81	1116,45	24,59	1106,65
Repair shop assistant	24,81	1116,45	24,59	1106,65
Radiator repairer	24,81	1116,45	24,59	1106,65
Supervisor	24,81	1116,45	24,59	1106,65
Tow bar fitter (excl. electrical wiring)	24,81	1116,45	24,59	1106,65
Trainee suspension fitter	24,81	1116,45	24,59	1106,65
<b>Grade 6</b>				
Clutch + brake operative	29,81	1341,45	29,54	1329,30
Wheel alignment worker	29,81	1341,45	29,54	1329,30

	All areas	
	Per hour	Per week
<b>Grade 7</b>		
B/A journeyman	37,12	1670,40
Tow bar fitter(including electrical wiring)	37,12	1670,40
Suspension fitter	37,12	1670,40
<b>Grade 8</b>		
Service supply salesman	42,44	1909,80
Journeyman	42,44	1909,80
<b>Other employees</b>		
Watchman	No hourly rate	771,63

**NOTE:** Wage Schedule below: Applicable to Sector 5 only

Class of employees	Minimum Wages			
	Area A		Other areas	
	per hour R	per week R	per hour R	per week R
<b>Grade 1</b>				
Forecourt Attendant (Petrol & Diesel Outlets)	772,20	17,16	772,20	17,16
Forecourt Attendant (Diesel Outlets only)	772,20	17,16	772,20	17,16
<b>Grade 2</b>				
Cashier	847,35	18,83	780,75	17,35

**Note:** Cashier and Forecourt Attendants' wages for the period 1 September 2012 to 31 August 2013 will be dependent on the profit margin adjustment by the Department of Minerals and Energy.

## APPRENTICE AND LEARNERSHIP WAGES

Class of Employee	All Areas	
	Per week	Per hour
	R	R
<b>APPRENTICES</b>		
<b>Three year Trades</b>		
First year	960,30	21,34
Second year	1190,70	26,46
Third year	1463,40	32,52

<b><u>Four year Trades</u></b>		
First year	960,30	21,34
Second year	1053,45	23,41
Third year	1190,70	26,46
Fourth year	1463,40	32,52
<b><u>CBMT</u></b>		
Level 1	915,75	20,35
Level 2	1143,00	25,40
Level 3	1374,30	30,54
Level 4	1599,75	35,55
<b><u>NQF Learnerships</u></b>		
Level 1	960,30	21,34
Level 2	1053,45	23,41
Level 3	1190,70	26,46
Level 4	1463,40	32,52

### CLAUSE 3 - RATIO

- NOTE:**
- (1) For special provisions relating to the ratio refer to **Clause 5 of Division D** of this Agreement.
  - (2) 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.

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

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

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

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

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

(3) **Body shop assistant**

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

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

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

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

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

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

(6) **Repair shop assistants –**

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

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

- (7) **Scooter workers** - An employer shall not employ a scooter worker unless he has at least one journeyman motor mechanic or motor cycle mechanic actively engaged in his workshop, and the number of scooter workers employed shall at no time exceed the number of motor and motor cycle mechanics employed by more than one.

## 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 subclause 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 subclause (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

**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) Minimum wage

Subject to the provisions of subclause (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 increased by R5,00 per week if the employee at any time in the course of his duties sets and adjusts the machine(s) he operates.

### (2) Wage Schedules

- (a) Subject to the provisions of subclause (2) of this clause dealing with the setting bonus, the minimum wage for the period from 7 February 2011 to 31 August 2011, 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.

**SCHEDULE**  
**PART A : MISCELLANEOUS**  
MINIMUM WAGES

CLASS OF EMPLOYEE	WAGES PER WEEK (All Areas)	WAGES PER HOUR (All Area)
Grade 1 – Char	545,85	12,13
Grade 2	733,50	16,30
Grade 3	793,35	17,63
Grade 5	966,15	21,47
Grade 6	1161,00	25,80
Grade 7	1445,40	32,12
Grade 8	1652,40	36,72

**PART B : OPERATIVES**  
MINIMUM WAGES

CLASS OF EMPLOYEE	WAGES PER WEEK (All Areas)	WAGES PER HOUR (All Area)
Grade 5	966,15	21,47

**APPRENTICE AND LEARNERSHIP WAGES**

Class of Employee	All Areas	
	Per week	Per hour
	R	R
<b><u>APPRENTICES</u></b>		
<b><u>Three year Trades</u></b>		
First year	786,60	17,48
Second year	975,15	21,67
Third year	1198,35	26,63
<b><u>Four year Trades</u></b>		
First year	786,60	17,48
Second year	862,65	19,17
Third year	975,15	21,67
Fourth year	1198,35	26,63
<b><u>CBMT</u></b>		
Level 1	750,15	16,67
Level 2	936,00	20,80
Level 3	1125,45	25,01
Level 4	1310,40	29,12

<b><u>NQF Learnerships</u></b>		
Level 1	786,60	17,48
Level 2	862,65	19,17
Level 3	975,15	21,67
Level 4	1198,35	26,63

### **NOTE Guaranteed Wage Increases**

An employer shall pay his employees who are earning above the prescribed minimum wages from 7 February 2011, the guaranteed wage increases as set out in Division D of this Agreement.

- (b) Subject to the provisions of subclause (2) of this clause dealing with the setting bonus, the minimum wage for the period **1 September 2011 to 31 August 2012**, 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.

## SCHEDULE

### **PART A : MISCELLANEOUS**

#### MINIMUM WAGES

<b>CLASS OF EMPLOYEE</b>	<b>WAGES PER WEEK (All Areas)</b>	<b>WAGES PER HOUR (All Area)</b>
Grade 1 - Char	589,50	13,10
Grade 2	792,00	17,60
Grade 3	856,80	19,04
Grade 5	1043,55	23,19
Grade 6	1253,70	27,86
Grade 7	1561,05	34,69
Grade 8	1784,70	39,66

### **PART B : OPERATIVES**

#### MINIMUM WAGES

<b>CLASS OF EMPLOYEE</b>	<b>WAGES PER WEEK (All Areas)</b>	<b>WAGES PER HOUR (All Area)</b>
Grade 5	1043,55	23,19

**APPRENTICE AND LEARNERSHIP WAGES**

Class of Employee	All Areas	
	Per week	Per hour
	R	R
<b><u>APPRENTICES</u></b>		
<b><u>Three year Trades</u></b>		
First year	873,00	19,40
Second year	1082,25	24,05
Third year	1330,20	29,56
<b><u>Four year Trades</u></b>		
First year	873,00	19,40
Second year	957,60	21,28
Third year	1082,25	24,05
Fourth year	1330,20	29,56
<b><u>CBMT</u></b>		
Level 1	832,50	18,50
Level 2	1039,05	23,09
Level 3	1249,20	27,76
Level 4	1454,40	32,32
<b><u>NQF Learnerships</u></b>		
Level 1	873,00	19,40
Level 2	957,60	21,28
Level 3	1082,25	24,05
Level 4	1330,20	29,56

**NOTE: Guaranteed Wage Increases**

An employer shall pay his employees who are earning above the prescribed minimum wages from 7 February 2011, the guaranteed wage increases as set out in Division D of this Agreement.

- (c) Subject to the provisions of subclause (2) of this clause dealing with the setting bonus, the minimum wage for the period **1 September 2012 to 31 August 2013**, 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.

**SCHEDULE****PART A : MISCELLANEOUS****MINIMUM WAGES**

<b>CLASS OF EMPLOYEE</b>	<b>WAGES PER WEEK (All Areas)</b>	<b>WAGES PER HOUR (All Area)</b>
Grade 1 – Char	630,90	14,02
Grade 2	847,35	18,83
Grade 3	916,65	20,37
Grade 5	1116,45	24,81
Grade 6	1341,45	29,81
Grade 7	1670,40	37,12
Grade 8	1909,80	42,44

**PART B : OPERATIVES****MINIMUM WAGES**

<b>CLASS OF EMPLOYEE</b>	<b>WAGES PER WEEK (All Areas)</b>	<b>WAGES PER HOUR (All Area)</b>
Grade 5	1116,45	24,81

**APPRENTICE AND LEARNERSHIP WAGES**

<b>Class of Employee</b>	<b>All Areas</b>	
	<b>Per week</b>	<b>Per hour</b>
	<b>R</b>	<b>R</b>
<b><u>APPRENTICES</u></b>		
<b><u>Three year Trades</u></b>		
First year	960,30	21,34
Second year	1190,70	26,46
Third year	1463,40	32,52
<b><u>Four year Trades</u></b>		
First year	960,30	21,34
Second year	1053,45	23,41
Third year	1190,70	26,46
Fourth year	1463,40	32,52
<b><u>CBMT</u></b>		
Level 1	915,75	20,35
Level 2	1143,00	25,40
Level 3	1374,30	30,54
Level 4	1599,75	35,55

<b><u>NQF Learnerships</u></b>		
Level 1	960,30	21,34
Level 2	1053,45	23,41
Level 3	1190,70	26,46
Level 4	1463,40	32,52

#### **NOTE    Guaranteed Wage Increases**

An employer shall pay his employees who are earning above the prescribed minimum wages from 7 February 2011, the guaranteed wage increases as set out in Division D of this Agreement.

#### **CLAUSE 3 – EMPLOYEES/RATIO**

- (1) Subject to the provisions of subclause (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)(b) 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) At least one journeyman shall be employed by an employer in each section of operations in a vehicle body building establishment in which any operative grades are employed.
- (3) No more than 15 operatives, grades BV, CV and DV, in the aggregate, shall be employed for each journeyman employed in the section of a vehicle body building establishment in which the building of new bodies and trailers is undertaken.
- (4) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I of Division C relating to body shop assistants, B/A journeymen and repair shop assistants shall not apply to vehicle body building establishments registered as such by the Council.

## **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 subclause 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 subclause 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 who earn less than R115 500 per annum will be eligible for annual increases as stipulated in subclause (2) hereunder. The threshold of R115 500 to remain for the duration of the Agreement ending 31 August 2013.

(2) **Actual Wages**

The following increases shall be paid on actual wages:

- (a) 9% from 7 February 2011 to **31 August 2011.**
- (b) 8% in respect of the period **1 September 2011 to 31 August 2012.**
- (c) 8% in respect of the period **1 September 2012 to 31 August 2013.**

**NOTE:** If the CPI in respect of the month of June of the applicable year exceeds the percentage increase the higher percentage shall apply

(3) **Set-off**

An employer that has already granted a wage increase after 1 September 2010 may offset those increases against the percentage set out in this clause.

(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 clause 5 of the Administrative Agreement.

(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 undermentioned 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 R13,80 per week; or
- (b) a tape and/or rule and/or square and/or sets and adjusts the machine he operates in which event the prescribed wage must be increased by R9,20 per week.

**(8) Wage Schedules**

- (a) Minimum wages from 7 February 2011 until **31 August 2011**

**SCHEDULE****PART A : MISCELLANEOUS**

CLASS OF EMPLOYEE	WAGES PER WEEK (All Areas)	WAGES PER HOUR (All Area)
Grade 1 - Char	557,10	12,38
Grade 2	733,50	16,30
Grade 8	1652,40	36,72

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

CLASS OF EMPLOYEE	WAGES PER WEEK (All Areas)	WAGES PER HOUR (All Area)
Grade 3	793,36	17,63
Grade 4	866,25	19,25
Grade 5	966,15	21,47
Grade 6	1161,00	25,80

**APPRENTICE AND LEARNERSHIP WAGES**

<b>Class of Employee</b>	<b>All Areas</b>	
	<b>Per week R</b>	<b>Per hour R</b>
<b><u>APPRENTICES</u></b>		
<b><u>Three year Trades</u></b>		
First year	786,60	17,48
Second year	975,15	21,67
Third year	1198,35	26,63
<b><u>Four year Trades</u></b>		
First year	786,60	17,48
Second year	862,65	19,17
Third year	975,15	21,67
Fourth year	1198,35	26,63
<b><u>CBMT</u></b>		
Level 1	750,15	16,67
Level 2	936,00	20,80
Level 3	1125,45	25,01
Level 4	1310,40	29,12
<b><u>NQF Learnerships</u></b>		
Level 1	786,60	17,48
Level 2	862,65	19,17
Level 3	975,15	21,67
Level 4	1198,35	26,63

(b) Minimum wages from 1 September 2011 until 31 August 2012

**SCHEDULE****PART A : MISCELLANEOUS**

<b>CLASS OF EMPLOYEE</b>	<b>WAGES PER WEEK (All Areas)</b>	<b>WAGES PER HOUR (All Area)</b>
Grade 1 - Char	601,65	13,37
Grade 2	792,00	17,60
Grade 8	1784,70	39,66

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

CLASS OF EMPLOYEE	WAGES PER WEEK (All Areas)	WAGES PER HOUR (All Area)
Grade 3	856,80	19,04
Grade 4	935,55	20,79
Grade 5	1043,55	23,19
Grade 6	1253,70	27,86

**APPRENTICE AND LEARNERSHIP WAGES**

Class of Employee	All Areas	
	Per week	Per hour
	R	R
<b><u>APPRENTICES</u></b>		
<b><u>Three year Trades</u></b>		
First year	873,00	19,40
Second year	1082,25	24,05
Third year	1330,20	29,56
<b><u>Four year Trades</u></b>		
First year	873,00	19,40
Second year	957,60	21,28
Third year	1082,25	24,05
Fourth year	1330,20	29,56
<b><u>CBMT</u></b>		
Level 1	832,50	18,50
Level 2	1039,05	23,09
Level 3	1249,20	27,76
Level 4	1454,40	32,32
<b><u>NQF Learnerships</u></b>		
Level 1	873,00	19,40
Level 2	957,60	21,28
Level 3	1082,25	24,05
Level 4	1330,20	29,56

(c) Minimum wages from **1 September 2012 until 31 August 2013**

### SCHEDULE

#### PART A : MISCELLANEOUS

CLASS OF EMPLOYEE	WAGES PER WEEK (All Areas)	WAGES PER HOUR (All Area)
Grade 1 - Char	649,80	14,44
Grade 2	855,45	19,01
Grade 8	1927,35	42,83

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

CLASS OF EMPLOYEE	WAGES PER WEEK (All Areas)	WAGES PER HOUR (All Area)
Grade 3	925,20	20,56
Grade 4	1010,25	22,45
Grade 5	1127,25	25,05
Grade 6	1354,25	30,05

#### APPRENTICE AND LEARNERSHIP WAGES

Class of Employee	All Areas	
	Per week	Per hour
	R	R
<b><u>APPRENTICES</u></b>		
<b><u>Three year Trades</u></b>		
First year	960,30	21,34
Second year	1190,70	26,46
Third year	1463,40	32,52
<b><u>Four year Trades</u></b>		
First year	960,30	21,34
Second year	1053,45	23,41
Third year	1190,70	26,46
Fourth year	1463,40	32,52

<b><u>CBMT</u></b>		
Level 1	915,75	20,35
Level 2	1143,00	25,40
Level 3	1374,30	30,54
Level 4	1599,75	35,55
<b><u>NQF Learnerships</u></b>		
Level 1	960,30	21,34
Level 2	1053,45	23,41
Level 3	1190,70	26,46
Level 4	1463,40	32,52

### **CLAUSE 3 – EMPLOYEES**

- (1) Subject to the provisions of subclause (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)(b) 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, B/A journeymen 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 2.2 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**

**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) **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 7 February 2011 until 31 August 2011**

**SCHEDULE**

<b>Class of Employee</b>	<b>Minimum Wages</b>			
	<b>A Areas</b>		<b>Other Areas</b>	
	<b>Per week</b>	<b>Per hour</b>	<b>Per week</b>	<b>Per hour</b>
	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>Grade 1</b>				
Char	545,85	12,13	508,95	11,31
Grade 2	733,50	16,30	658,30	14,63
Grade 3	793,35	17,63	769,05	17,09
Grade 4	866,25	19,25	839,70	18,66
Grade 5	966,15	21,47	935,10	20,78
Grade 6	1161,00	25,80	1123,65	24,97

<b>Class of Employee</b>	<b>All Areas</b>	
	<b>Per week</b>	<b>Per hour</b>
	<b>R</b>	<b>R</b>
Grade 7	1445,40	32,12
Grade 8	1652,40	36,72
Watchman	667,73	(No hourly rate)