MOTOR INDUSTRY BARGAINING COUNCIL

INDUSTRY GUIDE 2012

Annual Guide to Wages, Social Benefits, Monthly Returns and Dispute Resolution

JANUARY — 4 WEEKS

MON	TUE	WED	THU	FRI	SAT	SUN
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9	10	11	12	13	14	15
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FEBRUARY — 4 WEEKS

MON	TUE	WED	THU	FRI	SAT	SUN
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MARCH — 5 WEEKS

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APRIL — 4 WEEKS

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MAY — 4 WEEKS

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JUNE — 5 WEEKS

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JULY — 4 WEEKS

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AUGUST — 5 WEEKS

MON	TUE	WED	THU	FRI	SAT	SUN
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SEPTEMBER — 4 WEEKS

MON	TUE	WED	THU	FRI	SAT	SUN
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OCTOBER — 4 WEEKS

MON	TUE	WED	THU	FRI	SAT	SUN
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NOVEMBER — 5 WEEKS

MON	TUE	WED	THU	FRI	SAT	SUN
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DECEMBER — 4 WEEKS

MON	TUE	WED	THU	FRI	SAT	SUN
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MOTOR INDUSTRY BARGAINING COUNCIL

"SERVICE PROVIDER TO THE MOTOR INDUSTRY"

The Labour Relations Act provides for the self-regulation of industries through the medium of bargaining councils. MIBCO is a Bargaining Council as envisaged in the Act whose mission it is to create and maintain industrial peace and stability in the motor industry. It provides the following services to approximately 21 352 employers and 283 074 employees throughout the RSA, as contained within the MIBCO Mission Statement;

To create and maintain industrial peace and stability in the Motor Industry by:

1. Providing a forum and facilities for collective bargaining in respect of wages and working conditions at an industry level;

2. Ensuring Industry-wide adherence to Collective Agreements;

3. Settling labour disputes that arise within the Motor Industry;

4. Providing social benefits for the upliftment and stability of all people falling within the Motor Industry;

5. Ensuring majority support from all employers and employees.

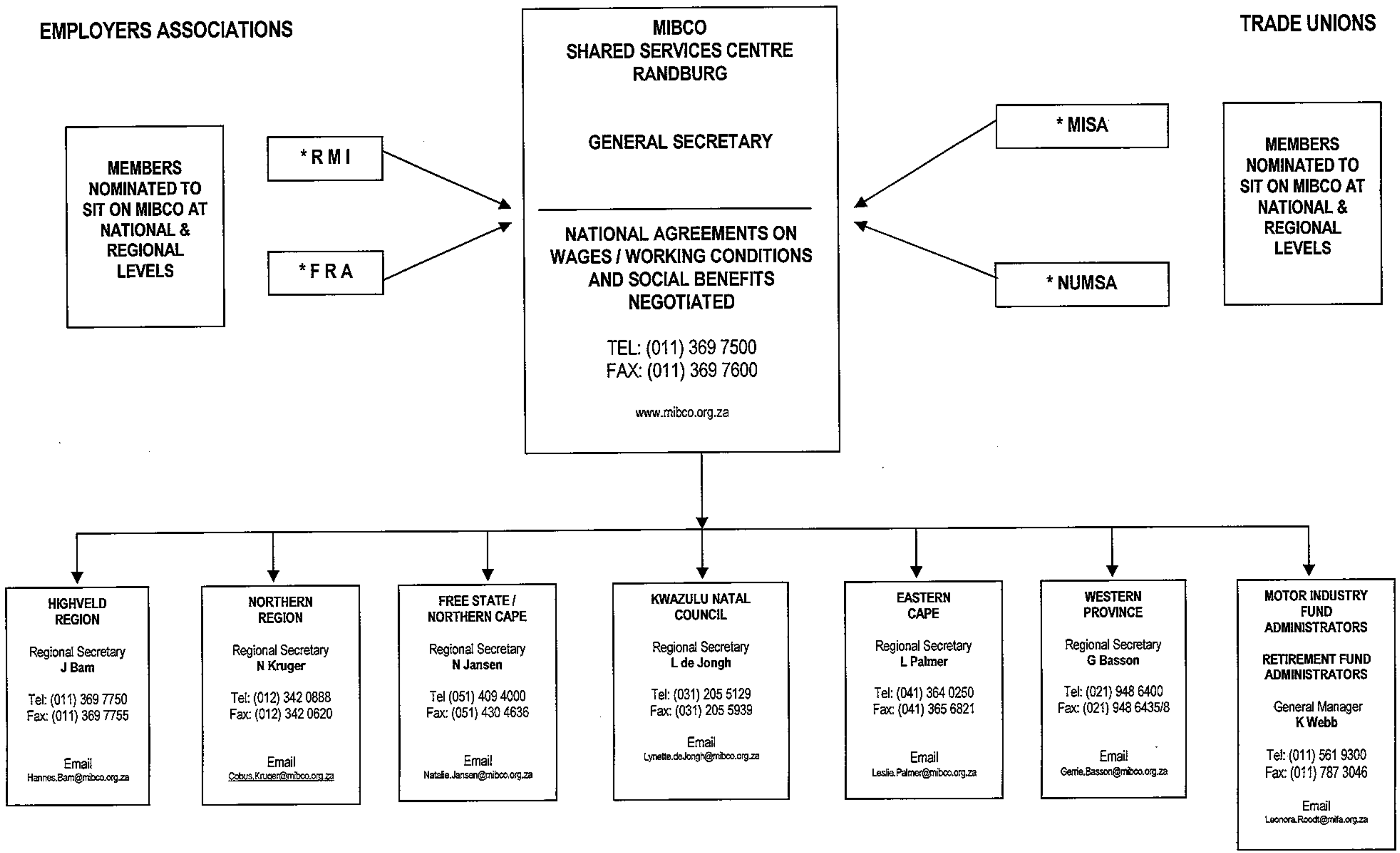
It consists of representatives from both employers' and employees' organisations and has equal representation from both groups [see organogram].

The Agreements negotiated by the Council are, where necessary, extended by the State to cover the entire motor industry once satisfied that the parties to the Council are sufficiently representative of the motor industry. It is for this reason that all employers and employees falling within the motor industry fall under MIBCO's jurisdiction.

As Bargaining Councils are not funded by the State, all employers and their employees pay a levy for the funding of the Council. This contribution is known as the Council Levy.

Full details of MIBCO's structure, agreements, benefits and services will be found in this guide.

STRUCTURE OF THE MOTOR INDUSTRY BARGAINING COUNCIL (MIBCO) & AFFILIATED ORGANIZATIONS



*FULL DETAILS OF THE EMPLOYERS ASSOCIATIONS & TRADE UNIONS THAT ARE PARTY TO MIBCO ARE CONTAINED ON PAGES 37 - 56 OF THIS GUIDE

DETAILS OF KEY PERSONNEL IN THE MIBCO REGIONAL OFFICES

TITLE	KWA-ZULU NATAL	WESTERN PROVINCE	FREE STATE / NORTHERN CAPE REGION
Regional Secretary	**Ms. L. de Jongh** Lynette.deJongh@mibco.org.za	**Mr. G. J. Basson** Gerrie.Basson@mibco.org.za	**Ms. N. Jansen** Natalie.Jansen@mibco.org.za
Chief Agent	**N. Soobramoney** Naven.Soobramoney@mibco.org.za	**G. Theys** Grant.Theys@mibco.org.za	**S. Nkosi** Sibusiso.Nkosi@mibco.org.za
Legal Representative	**F. Bahadoor** Fahmida.Bahadoor@mibco.org.za	**A. Sterley** Arthur.Sterley@mibco.org.za	**B. Richards** Benita.Richards@mibco.org.za
Credit Controller	**R. Sewpersad** Ranjith.Sewpersad@mibco.org.za	**J. A. Howells** Jacqui.Howells@mibco.org.za	**E. R. F. Swanepoel** Elsie.Swanepoel@mibco.org.za
Funds Supervisor	**A. Sham** Amelia.Sham@mibco.org.za	**R. Bassadien** Rakiba.Bassadien@mibco.org.za	**E. R. F. Swanepoel** Elsie.Swanepoel@mibco.org.za

TITLE	EASTERN CAPE	NORTHERN REGION	HIGHVELD REGION
Regional Secretary	**Mr. L. C. Palmer** Leslie.Palmer@mibco.org.za	**Mr. N. J. Kruger** Cobus.Kruger@mibco.org.za	**Mr. J. J. Bam** Hannes.Bam@mibco.org.za
Chief Agent	**A. Pretorius** Dries.Pretorius@mibco.org.za	**C. Gelderblom** Casper.Gelderblom@mibco.org.za	**N. Cosway** Nigel.Cosway@mibco.org.za
Legal Representative	**M. Oliver** Mandy.Oliver@mibco.org.za	**L. Pillay** Lisanya.Pillay@mibco.org.za	**F. Coetzer** Francois.Coetzer@mibco.org.za
Credit Controller	**D. H. Riley** Dawn.Riley@mibco.org.za	**M. Potgieter** Marie.Potgieter@mibco.org.za	**E. van Rooyen** Evette.vanRooyen@mibco.org.za
Funds Supervisor	**D. H. Riley** Dawn.Riley@mibco.org.za	**A. van der Merwe** Annamarie.vanderMerwe@mibco.org.za	**A. van der Merwe** Annamarie.vanderMerwe@mibco.org.za

MIBCO SHARED SERVICES CENTRE

NAME	TITLE	E-MAIL ADDRESS
Mr. R. Kaiser	General Secretary	Robert.Kaiser@mibco.org.za
Mr. W. Schroeder	Chief Operating Officer	Willem.Schroeder@mibco.org.za
Mr. H. Chaplin	National Technical & Training Manager	Hugh.Chaplin@mibco.org.za
Mr. R. Green	Legal Liaison Manager	Ryan.Green@mibco.org.za
Mr. D. Simpson	Client Services Manager	Douglas.Simpson@mibco.org.za
Ms. L. Ntoagae	Human Resources Manager	Lillian.Ntoagae@mibco.org.za
Mr. G. Van Zyl	Business Intelligence Manager	Gert.VanZyl@mibco.org.za
Ms. N. Mqaqa	Financial Manager	Nkuli.Mqaqa@mibco.org.za
Ms. G. Ogle	Senior Human Resources Officer	Geraldine.Ogle@mibco.org.za
Ms. D. Stainbank	Client Services Supervisor	Desiree.Stainbank@mibco.org.za
Mr. E.M. Mgiba	Returns Supervisor	Elleck.Mgiba@mibco.org.za
Ms. A. van der Merwe	Funds Supervisor	Annamarie.vanderMerwe@mibco.org.za

A BRIEF SUMMARY OF THE MORE FREQUENTLY USED PROVISIONS: MOTOR INDUSTRY MAIN & ADMINISTRATIVE AGREEMENTS

The following summary is intended to give employers an insight into the more frequently used provisions of the Main Collective Agreement and is in no way offered as an alternative to the Agreements. Where employers feel that, due to unique circumstances they are unable to comply with any of the provisions, exemptions may be sought on application to the respective Regional Councils.

SUMMARY

I **Administrative Agreement** – applies to all establishments falling within the scope of the Council and deals with the administrative issues not subject to regular negotiations between the parties.

II **Main Agreement** – this deals with the substantive issues subject to regular negotiations between the parties. It is divided into four divisions, as follows:-

Division A – definitions and provisions applying to all establishments falling within the scope of the Council.
Division B - provisions relating to all office, stores, sales and clerical employees.
Division C - provisions relating to all other employees and is divided into five chapters:
Division D – provisions relating to guaranteed increases.

Chapter I	Establishments not specially registered under Chapters II to V below;	
Chapter II	Vehicle Body Building establishments	)
Chapter III	Manufacturing establishments	) All subject to special registration after application to the Council.
Chapter IV	Automotive Engineering establishments	)
Chapter V	Repetitive Reconditioning establishments	)

Definitions : Sectors

Sector 1 - means **manufacturing establishments** i.e. vehicle body builders; trailers and caravan manufacturers and warranty repairs; vehicle components and accessories; fibreglass component manufacturers; repairs and sales.

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

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

Sector 4 - means **service and repair establishments,** 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 immobiliser fitters; sun roof fitters; air-conditioning fitters; body repairers; upholsterer and motor trimmers, auto electrical repairers; auto valet and steam cleaners; prop-shaft and CV joint repairers; motor plastic component repairers, glass fitters; carburettor 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;**

Sector 6 - **means dealer sales and distribution establishments,** 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**, i.e. motor parts, accessories, equipment and tools, auto-breakers and used parts dealer establishments.

Provisions

1 Scope of Application (Clause 1 of Division A)

Only certain provisions of the Main Agreement are applicable to employees earning above R 11,527.00 (excluding commission) per month in Area A and R 9 964.00 (excluding commission) per month in other Areas. Employees earning in excess of the above shall not be required to work overtime other than on a voluntary basis, free from any form of coercion, intimidation or victimisation..

2 Earnings (Various Clauses & Chapters)

(a) **Payment of earnings** – payment of earnings may be made in cash, by cheque or by means of electronic transfer. These earnings are paid on an hourly, daily, weekly, fortnightly or monthly basis, depending on the employment contract and shall be paid on the day which the employee concerned ordinarily works.

(b) **Deductions from earnings** – the right to deduct from an employee's earnings is limited to the extent provided for in the Agreement. Set-off may not take place under any other circumstances.

(c) **Wage Envelopes** – earnings must be paid in sealed containers with full written details of earnings and deductions being provided.

(d) **Recording of earnings** – earnings to be recorded in a Time and Wages register as prescribed and to be kept available for inspection at all times at each place where business is conducted.

3 Hours of work

(a) **Ordinary hours** – the maximum number of ordinary working hours per week is limited to 45, however, an exception is made in Clause 9 Division A in respect of the employment of night-watchmen.

(b) **Overtime hours** – overtime is limited to 10 hours in any one-week with certain additional limitations in respect of office, stores, sales, and clerical employees. Different overtime rates of remuneration apply in varying circumstances. If doubt exists please contact the Council for guidance.

(c) **Short Time** – an employer may employ his employees on short time provided that:

i. 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.

ii. In respect of employees employed in establishments registered under Chapters III and V of division C of the Agreement, no deduction shall be made in the case of short time owing to a power failure 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.

iii. 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.

iv. An employee may not be placed on short time on any of the days that are public holidays.

v. Payment for public holidays during short time shall be at short time rates, providing 4 calendar days notice has been given to the employees.

vi. An apprentice may not be placed on short time

vii. 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 the following information:

a) The names of all employees placed on short time.
b) The reason 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.

4. Standby and Call-Out Allowance

The payment of a standby allowance of R 80.52 per day and call-out allowance of R 86.27 per call-out shall be *applicable only to Journeymen* employed in establishments registered under Chapter I or IV of Division C of the Main Agreement.

5. Tool Allowances

The tool allowance for an apprentice is equal to R 30.00 per week and R 0.75 per week for spray-painters.

6. Annual Leave

(a) **Period of annual leave** – the Agreement provides for three consecutive weeks paid leave per annum, increasing to four consecutive weeks per annum after an employee has served 8 years with the same employer. Chapter III establishment employees will be entitled to 4 weeks annual leave on completion of 5 years continuous service, with effect from 25 September 2007, without impacting on accrued years of service and / or leave cycle at that time.

(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) **Leave Pay – Motor Vehicle and Supply Salespersons** – Annual and Accrued Leave Pay is calculated on basic wage plus average commission earned over the preceding 52 weeks or accrued in respect of the number of completed weeks actually worked, should the latter period be less than 52 weeks.

(d) **Accrued Leave Pay** – on termination of service employees are entitled to be paid accrued leave pay calculated on a pro-rata basis. (see formula and example on appropriate page of this guide).

7. Additional Holiday Pay / Holiday Bonus

(i) **Additional Holiday Pay** (applicable to Grades 7 and 8 employees and apprentices). This form of holiday bonus is payable by an employer on monthly returns and the amount is determined in accordance with the contribution schedule contained in this guide. This is accumulated monthly by the Council in a trust account and paid out to the employee concerned when application is made at the time of leave.

(ii) **Holiday Bonus – Office, stores, sales and clerical employees** – employees receiving up to R 11 527.00 per month (R 2, 660.08 per week) excluding commission on sales in Areas A and R 9,964.00 per month (R 2,299.38 per week) excluding commission on sales in other areas who have completed 52 weeks of employment qualify for a leave bonus equal to two weeks remuneration but is subject to a maximum pay out of R 3,569.40 per annum. Motor vehicle and supply salespersons **do not qualify** for this bonus. Pro-rata leave bonus equivalent to 2/52 of one week's remuneration for each completed span of employment is also payable in the event of termination of services prior to qualification for the full bonus. * Provided, an employee whose services were terminated following a formal hearing, for misconduct or incapacity or deserted, is not entitled to accrued pro rata bonus.

(iii) **Holiday Bonus – All other employees not mentioned above** – qualify for a holiday bonus of two weeks wages after having completed 52 weeks of employment. Pro-rata leave bonus is also payable in the event of termination of services prior to qualification for the full bonus. (*as above). In the case of establishments registered under Chapter III of Division C of the Main Agreement, the leave bonus amounts to three weeks wages calculated on actual wages, *with no capping*, with effect from 25 September 2007.

8. Sick Leave Employees who are not entitled to sick pay in terms of the Council's benefit funds or the Compensation for Occupational Injuries and Diseases Act are entitled to payment from their employers with the following provisions:-

(a) Sick leave cycle means the period of 36 months employment with the same employer immediately following:-
(a)(i) an employee's commencement of employment or
(a)(ii) the completion of that employee's prior sick leave cycle;

(b) Sick leave due is equal to the number of days an employee would normally work in a six week period, i.e.
30 working days sick leave per cycle if an employee works a 5 day week;
36 working days sick leave per cycle if an employee works a 6 day week;

(c) During first 6 months of employment one day sick leave for every 26 days worked.

(d) An employee's sick leave entitlement may be reduced by the number of days taken in terms of (c) above.

(e) An employee who is required by his employer to produce a medical certificate if he has been absent for more than one day or on more than two occasions during an eight 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 medical for such day/days.

(f) Should any employee be absent the day before or after a Public Holiday he shall be required to produce such a medical certificate for such day/days.

(g) An employee may take one day per year sick leave for medical tests e.g. PAP smears, TB tests, etc.

9 Termination of services

(a) **Period** –the notice period provided for and due by one party to the other is one week in the case of weekly paid employees and two weeks in the case of monthly paid employees. A longer period of notice may be provided for by mutual agreement between employer and employee. Also note that except for Division B all employers/employees are required to give not less than one day's notice to terminate a contract of employment in the first week of employment.

(b) **Form** – the notice must be in writing except in respect of illiterate employees in which case the notice must be explained orally in an official language the employee reasonably understands.

(c) **Payment on termination** – employees must be paid all earnings due on termination of services.

(d) **Retrenchment Pay**

Employees who are retrenched qualify for retrenchment pay of an amount equal to two weeks' wages for each completed year of service for the first four years with an employer, and one week's wages for each completed year of service thereafter. Provided that two weeks retrenchment pay calculated on a pro-rata basis after only four months employment shall apply to employees retrenched in the first year of employment. In the case of motor vehicle and supply salespersons retrenchment pay is calculated on basic wage plus average commission earned over the last 13 weeks of service.

10 **Desertion** An employee shall be regarded as having deserted from his employer's service after a continuous absence of five working days without notification to his employer of his whereabouts : provided that:

i. The employer attempts to contact the employee in writing at the last known address supplied by the employee.
ii. The employee was duly notified in writing of the necessity to furnish his employer with his address and any changes of address
iii. The employee shall be allowed a period of one month to lodge with his employer a written appeal against his dismissal.

11 **Journeyman's work** Only qualified Journeymen may perform journeyman's work. The Agreement specifies where other classes of labour may in certain circumstances also do such work. This forms a primary employee appointment requirement for Chapter 1, 2, 4 & 5 establishments.

12 **Supply of Overalls or Uniforms** Employers are obliged to supply overalls to certain classes of employee. A register of overalls supplied must be kept when overalls are issued to employees. The overall is for the employers' account and thus remains his / her property.

13 **Ratio** The employment of certain categories of employees is subject to the employment of journeymen – (consult the Council).

14 **Forecourt attendants** Certain special provisions are applicable in regard to shifts worked and earnings paid to forecourt attendants in service stations and who work on public holidays and Sundays. Consult the MIBCO Consolidated Agreement for more specific detail on these provisions.

15 **Maternity Leave** An employee is entitled to a maximum of 6 consecutive months maternity leave. 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.

The employee may exercise the option to return earlier. An employee who has a miscarriage during the third trimester of the pregnancy or bears a stillborn child is entitled to maternity leave up to six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.
An employee must notify the employer in writing, unless the employee is unable to do so, of the date on which the employee intends to proceed on maternity leave and on which date the employee intends to return to work. These notifications must be given at least four weeks before the employee intends to commence maternity leave or as soon as is reasonably practical.

The period an employee is on maternity leave shall be regarded as employment in the industry.

16 **Family Responsibility Leave**

An employer must upon request grant an employee, who has been in his employment for at least four months, during each annual leave cycle a maximum of three days paid family responsibility leave per annum. This leave specifically relates in the event of birth, illness and/or death of an employees child and in event of the death of an employees spouse or life partner, parent, adoptive parent, grandparent, adoptive child or sibling.

17 **Letter of Appointment**

Every employer shall, in respect of every employee, provide a letter of appointment as prescribed in Section 29 of the Basic Conditions of Employment Act, 1997.

18 Fixed Term Contracts

An employer and an employee may enter into a written fixed term contract. However, 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.

19 Certificate of Service

An employer shall, when requested by an employee upon the termination of his employment, supply such employee with a certificate of service showing the full names of the employer and the employee, the nature of the employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

20 Casual employee

Means an employee who is temporarily or casually employed by the same employer for not longer than 24 hours in a month, and 104 days in a year, in the case of full time students.

21 Experiential Student

Experiential students may be engaged by workshops in order to provide him with experiential learning, provided that:

a) Records are kept by the Employer.
b) First year apprentice wages are paid.
c) Students must submit proof of registration at an educational institution.
d) Employer has MERSETA accreditation.
e) Employment is limited to twelve (12) months provided it is related to the individual's studies or curriculum.

REGIONAL DEFINED AREAS

REGION	AREA A	OTHER AREAS
Kwa-Zulu Natal	**Magisterial District** of Chatsworth, Durban, Pietermaritzburg & Pinetown and **Municipal** areas of Ladysmith, Newcastle, Umhlanga Rocks	All other areas except for Area A.
Eastern Cape	**Magisterial District** of East London and **Municipal** areas of Port Elizabeth, Uitenhage	All other areas except for Area A.
Western Province	**Magisterial Districts** of Belville, Goodwood, Kuils River, Mitchells Plain, Simonstown, The Cape & Wynberg and **Municipal** areas of Paarl, Somerset West, Stellenbosch & Strand	All other areas
Free State & Northern Cape	**Magisterial District** of Bloemfontein and **Municipal** areas of Kimberly, Sasolburg & Welkom	All other areas except for Area A.
Northern	**Magisterial District** of Akasia, Middelburg (Mpumalanga), Nelspruit, Pietersburg, Potgietersrus, Pretoria, Rustenburg, Centurion & Witbank	All other areas except for Area A.
Highveld	**Magisterial District** of Oberholzer, Randfontein & Westonaria and **Municipal** areas of Alberton, Bedfordview, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Gauteng), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Meyerton, Midrand, Nigel, Potchestroom, Randburg, Roodeport, Maraisburg, Sandton, Springs, Vanderbijlpark, Vereeniging	All other areas except for Area A.

JOB GRADING SCHEDULE

In order to determine the prescribed minimum basic wage for most categories of employee it is necessary to ascertain their grading in accordance with the following schedule and to know the defined area in which they are employed –

1 JOB GRADING SCHEDULE

(a) **'Grade 1 Employee'** :
char; parking garage attendant;
forecourt attendant;

(b) **'Grade 2 Employee'** :
driver of motorcycle or scooter;
general operative; (specific to Chapter II)
general worker;
grade D employee; (IV)
vulcaniser's operative, without wheel-balancing;
cashier

(c) **'Grade 3 Employee'** :
battery repairer;
chopper out; (III)
driver of motor vehicle with a gross vehicle mass of up to 3500 kg. including forklifts and tractors,
new motor vehicle, motorcycle and tricycle assembler;
operative gearbox dismantler;
operative grade 1; (III)
operative grade C; (IV)
scooter worker;

(d) **Grade 4 Employee'** :
cutter; (III)
operative exhaust fitter;
operative grade 2; (III)
operative grade 3; (III)
operative grade AR; (V)
operative grade B; (IV)
operative grade BR; (V)
operative sunroof fitter

(d) **'Grade 4 Employee'** continued
operative upholsterer;
operative wheel-balancer
pattern cutter maker; (III)
supervisor grade 3; (III)
vulcaniser's operative wheel-balancing;

(e) **'Grade 5 Employee'**
armature winder; (V)
auto electrician's assistant;
body shop assistant;
brake drum skimmer; (V)
clutch cover assembly setter; (V)
diesel pump room assistant;
driver of motor vehicles with a gross vehicle mass of over 3500 kg.;
motorcycle mechanic's assistant;
operative air-conditioner fitter;
operative grade 4; (III)
operative grade 5; (III)
operative grade BV; (II)
operative CR; (V)
operative CV; (II)
operative DV; (II)
operative radio/alarm fitter;
operative supervisor; (III, V)
quality controller; (III)
repair shop assistant;
radiator repairer
seaming machinist; (III)
supervisor;
supervisor grade 4; (III)
tow-bar fitter (no wiring)
trainee Suspension Fitter

(f) **'Grade 6 Employee'**
clutch and brake operative;
machine setter; (II, III, V)
operative grade A; (IV)
senior quality controller; (III)
supervisor grade 5; (III)
wheel alignment worker;

(g) **'Grade 7 Employee'**
B/A Journeyman;
Exempted journeyman;
Suspension Fitter
Operative Engine Assembler (IV)
Tow-bar fitter (wiring)

(h) **"Grade 8 Employee"**
Journeyman
Service supply Salesman

DIVISION B & D - CLAUSE 3 (WAGES) - ALL CHAPTERS & SECTORS

MINIMUM WAGES / SALARIES - INCREASES - WAGE SCHEDULE

EFFECTIVE FROM 01/09/2011

Class of employee	SECTORS 1,2,3,4,5 & 7				SECTOR 6 ONLY				SECTORS 1(ch 2),2,3,4,5,& 7	
	Minimum Wages				Minimum Wages				GUARANTEED INCREASES	
	Area A		Other Areas		Area A		Other Areas			
	P W	P M	P W	P M	P W	P M	PW	P M	PW	PM
(a) Office, stores sales and	R	R	R	R	R	R	R	R	R	R
Clerical employee-										
during 1st year of experience	747,25	3238,08	722,28	3129,88	762,65	3304,82	728,65	3157,48	55,35	239,85
during 2nd year of experience	852,63	3694,73	821,79	3561,00	868,83	3764,93	828,33	3589,43	63,16	273,69
during 3rd year of experience	981,96	4255,16	947,55	4106,05	1001,38	4339,31	955,56	4140,76	72,74	315,21
thereafter	1140,04	4940,17	1095,12	4745,52	1160,76	5029,96	1093,53	4738,63	84,45	365,95
(b) Motor vehicle sales person-										
During 1st year of experience	901,61	3906,98	866,56	3755,09	901,61	3906,98	866,56	3755,09	66,79	289,42
thereafter.	1162,60	5037,93	1109,93	4809,70	1162,60	5037,93	1109,93	4809,70	85,96	372,49
(c) Bookkeeper	1465,74	6351,54	1415,06	6131,93	1478,44	6406,57	1402,47	6077,37	108,57	470,47
(d) Accountant	2493,47	10805,04	2404,93	10421,36	2526,43	10947,86	2418,03	10478,13	184,70	800,37
(e) Parts salesperson -										
During 1st year of experience	939,76	4072,29	909,72	3942,12	943,64	4089,11	911,14	3948,27	69,61	301,64
thereafter	1154,40	5002,40	1107,55	4799,38	1154,40	5002,40	1107,55	4799,38	85,51	370,54
Class of Employee	All Areas				All Areas				All Areas	
	P W		P M		P W		P M		P W	P M
(f) Traveller -										
during 1st year of experience	943,64		4089,11		943,64		4089,11		69,90	302,90
thereafter	1154,40		5002,40		1154,40		5002,40		85,51	370,54
(g) Supply sales person -										
during 1st year of experience	943,64		4089,11		943,64		4089,11		69,90	302,90
during 2nd year of experience	1080,89		4683,86		1081,13		4684,90		80,07	346,97
during 3rd year of experience	1211,63		5250,40		1211,63		5250,40		89,75	388,92
thereafter	1300,30		5634,63		1300,30		5634,63		96,32	417,39
(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 on 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 1 - CLAUSE 3 - WAGES

WAGE SCHEDULE : MINIMUM WAGES — **EFFECTIVE FROM 01/09/2011**

Class of employee	CHAPTER 1				CHAPTER 1				CHAPTER 1	
	SECTOR 4,5 & 7 ONLY				SECTOR 6 ONLY				Guaranteed Increases°	
	Area A		Other Areas		Area A		Other Areas		All Areas	
	P W	P H	P W	P H	P W	P H	P W	P H	P W	P H
Grade 1	R	R	R	R	R	R	R	R	R	R
Forecourt Attendant *	642,60	14,28	628,65	13,97	-				129,60	2,88
Parking Garage Attendant	451,35	10,03	417,60	9,28					33,30	0,74
Cashier	792,00	17,60	717,75	15,95						
Char	589,50	13,30	558,00	12,40	617,40	13,72	571,95	12,71	43,65	0,97
Grade 2	792,00	17,60	724,05	16,09	827,55	18,39	739,80	16,44	58,50	1,30
Grade 3	856,80	19,04	841,05	18,69	888,75	19,75	868,05	19,29	63,45	1,41
Grade 4	935,55	20,79	918,00	20,40	969,75	21,55	947,25	21,05	69,30	1,54
Grade 5	1043,55	23,19	1022,85	22,73	1075,95	23,91	1052,55	23,39	77,40	1,72
Grade6	1253,70	27,86	1228,50	27,30	1281,60	28,48	1254,15	27,87	92,70	2,06

Class of Employees	All Areas		All Areas		All Areas	
	P W	P H	P W	P H	PW	PH
Grade 7	1561,05	34,69	1579,50	35,10	115,65	2,57
Grade 8	1784,70	39,66	1804,95	40,11	132,30	2,94
Forecourt Attendant**	708,30	15,47	708,30	15,74	58,50	1,30
Watchman	721,15	no hourly rate	746,96	no hourly rate	55,33	no hourly rate

° Not Applicable to Sector 6 Establishments

APPRENTICES	ALL AREAS ALL CHAPTERS	
	P W	P H
3 YEAR TRADE		
First year	873,00	19,40
Second year	1082,25	24,05
Third year	1330,20	29,56
4 YEAR TRADE		
First year	873,00	19,40
Second year	957,60	21,28
Third year	1082,25	24,05
Fourth year	1330,20	29,56

LEARNERS	ALL AREAS ALL CHAPTERS	
NQF LEARNERSHIPS	PW	PH
Level 1	873,00	19,40
Level 2	957,60	21,28
Level 3	1082,25	24,05
Level 4	1330,20	29,56

CBMT	PW
Level 1	832,50
Level 2	1039,05
Level 3	1249,20
Level 4	1454,40

*Forecourt Attendant wages for Diesel outlets only.

** Forecourt Attendant wages for outlets selling Petrol & Diesel

Sector 5 Wage Increase effective 5 October 2011 - 31 August 2012

DIVISION C, CHAPTER II - V : CLAUSE 3 - WAGES

WAGE SCHEDULE : MINIMUM WAGES — **EFFECTIVE FROM 01/09/2011**

Class of Employee	CHAPTER 2* SECTOR 1 All Areas		CHAPTER 3 SECTOR 1 All Areas		CHAPTER 4* SECTOR 3 Area A		CHAPTER 4* SECTOR 3 Other Areas		CHAPTER 5* SECTOR 2 All Areas	
	P W	P H	P W	P H	P W	P H	P W	P H	P W	P H
	R	R	R	R	R	R	R	R	R	R
Grade 1	589,50	13,10	601,65	13,37	589,50	13,10	558,00	12,40	545,85	12,13
Grade 2	792,00	17,60	792,00	17,60	792,00	17,60	724,05	16,09	733,50	16,3
Grade 3	856,80	19,04	856,80	19,04	856,80	19,04	841,05	18,69	793,35	17,63
Grade 4	-	-	935,55	20,79	935,55	20,79	918,00	20,40	866,25	19,25
Grade 5	1043,55	23,19	1043,55	23,19	1043,55	23,19	1022,85	22,73	966,15	21,47
Grade 6	1253,70	27,86	1253,70	25,80	1253,70	27,86	1228,50	27,30	1161,00	25,80

Class of Employee	CHAPTER 2* All Areas		CHAPTER 3 All Areas		CHAPTER 4* All Areas		CHAPTER 5* All Areas	
	P W	P H	P W	P H	P W	P H	P W	P H
Grade 7	1561,05	34,69	-	-	1561,05	34,69	1445,40	32,12
Grade 8	1784,70	39,66	1784,70	39,66	1784,70	39,66	1652,40	36,72
Watchman	721,15	no hourly rate	721,15	no hourly rate	721,15	no hourly rate	721,15	no hourly rate

CHAPTER 3 MEASURING INSTRUMENT BONUS	PW
vernier/micrometer	13,80
tape/rule/square/sets	9,20

Provisions for Chapter 4 Operatives			GUARANTEED INCREASE	
MINIMUM	PW	PH	PW	PH
1. Op. Engine Assembler				
1st 18 Months Experience	1043,55	23,19	77,40	1,72
Thereafter	1561,05	34,69	115,65	2,57
2. Operative Grade A				
1st 12 Months Experience	1043,55	23,19	77,40	1,72
Thereafter	1253,70	27,86	92,70	2,06
3. Operative Grade B				
1st 6 Months Experience	856,80	19,04	63,45	1,41
Thereafter	935,55	20,79	69,30	1,54

APPRENTICES/LEARNERS ALL CHAPTERS All Areas	PW	PH
3 Year Trade		
First Year	873,00	19,40
Second Year	1082,25	24,05
Third year	1330,20	29,56
4 Year Trade		
First Year	873,00	19,40
Second Year	957,60	21,28
Third Year	1082,25	24,05
Fourth Year	1330,20	29,56
NQF Learnership		
Level 1	873,00	19,40
Level 2	957,60	21,28
Level 3	1082,25	24,05
Level 4	1330,20	29,56
CBMT		
Level 1	832,50	18,50
Level 2	1039,05	23,09
Level 3	1249,20	27,76
Level 4	1454,40	32,32

FORMULA & EXAMPLE FOR CALCULATION OF LEAVE PAY

In order to correctly calculate leave pay it is necessary, where applicable, to convert monthly salary to a weekly rate.

1 Conversion from monthly Salary to weekly Wage

Formula
Monthly salary multiplied by 12 months divided by 52 weeks = weekly wage

Example
Monthly salary = R2 500-00 Therefore: $= \dfrac{\text{R2 500-00 x 12}}{52}$ = R576.92 per week

2 Calculation of Accrued Leave Pay

Formula

Weekly: Number of weeks leave per annum multiplied by the Number of weeks worked multiplied by the weekly wage divided by 52 weeks.

Example 1

Employee is owed leave pay from 03.03.2008 to 30.08.2008 = 26 weeks

Employee qualifies for **three** weeks leave per annum.

Employee earns R650-00 per week.

Thus:
$\dfrac{\text{3 weeks x 26 weeks worked x R650.00 per week}}{\text{52 weeks}}$
= R975-00

Example 2

Employee is owed leave pay from 03.03.2008 to 30.08.2008 = 26 weeks

Employee qualifies for **four** weeks leave per annum.

Employee earns R650-00 per week.

Thus:
$\dfrac{\text{4 weeks leave x 26 weeks worked x R650-00 per week}}{\text{52 weeks}}$
= R1 300.00

NOTE – **Accrued Leave Pay formula is only applied in the event the employee has not served a full years' service prior to embarking on leave or where an employees services are terminated and annual leave has accrued to their credit.**

NOTE – **In the case of motor vehicle and supply salesmen weekly earnings must include average commission earned over the period for which leave pay is owed. This also applies when they proceed on annual leave.**

AN OVERVIEW OF MONTHLY RETURNS AND THE FORECAST SYSTEM

The Motor Industry uses the forecast system to facilitate the rendering of contributions to the Council in respect of the following:

(a) Council Levies (for the funding of the Council)
(b) Union Fees
(c) Sick, Accident and Maternity Pay contributions (to reimburse workers for pay lost due to illness or maternity)
(d) Provident Fund contributions
(e) Additional Holiday Pay (Holiday Bonus Scheme)

THE SYSTEM WORKS AS FOLLOWS:

1. At the end of the first month in which business commences, an employer prepares a return on the return forms* supplied by the Council and provides full details of:-

   a) All employees together with their respective contribution values.
   b) This is then submitted with remittance to be received at the Council's office on or before the 10th day of the month following that for which the monies are due.

2. The Council receipts the remittance, captures details of all the employees on its system and pays over, where applicable, the respective amounts to the various organisations and/or funds on whose behalf it has collected the money.

3. Towards the end of the same month a forecast or estimate of contributions payable is then prepared on the Council's system and sent to the employer.

4. The employer then uses this forecast to prepare the next return and submits it to the Council with a remittance. This return does not require the re-listing of all employees ***but merely the changes for the month.*** Failure by an employer to make changes will result in over/under payments

   - ***Copies of the Monthly Reconciliation, Amendment and Bulk Change Forms are included at the end of this guide.***

5. The cycle then repeats itself each month thereafter.

ONLINE RETURNS

Online returns is a joint venture between MIBCO & TransUnion Auto Information Solutions. It is an internet capability that allows establishments to do monthly returns and reconciliations in a smarter, more effective manner. For more information you can contact the TranUnion Auto office on 011 214 6000 or visit www.onlinereturns .co.za

NOTE:

A It is important to bear in mind that, as the preparation of the forecast **is dependent on the information provided on the employers return**, the timeous receipt of this document facilitates the timeous preparation of the next forecast.

B Employers returns can be mailed/delivered to the Regional Offices or faxed to:

Eastern & Western Cape Employers	086 673 6265
Free State / Northern Cape Employers	086 681 7408
Highveld / Northern Employers	086 673 3176
Kwa-Zulu Natal Employers	086 681 7408

C Should a forecast not be received in sufficient time to prepare the monthly return, an employer must make immediate contact with the Councils offices for a duplicate or faxed copy. **FAILURE TO RENDER A RETURN BY THE DEADLINE WILL RESULT IN THE IMPOSITION OF PENALTIES AND SERIOUS PREJUDICE TO YOUR EMPLOYEES IN REGARD TO THE PAYMENT OF CLAIMS ON THE SOCIAL BENEFIT FUNDS.**

DIRECT DEPOSITS

Deposits for returns can be made direct into MIBCO's Standard Bank banking account in your specific region. Details as follows:

REGIONAL OFFICE	ACCOUNT NAME	BRANCH CODE	ACCOUNT NO.
EASTERN CAPE	MIBCO – EASTERN CAPE	018 005	023 135 646
FREE STATE & NORTHERN CAPE	MIBCO – FREE STATE	018 005	023 135 913
KWA ZULU NATAL	MIBCO – KWA-ZULU NATAL	018 005	023 135 530
WESTERN PROVINCE	MIBCO – WESTERN PROVINCE	018 005	023 135 689
HIGHVELD	MIBCO - HIGHVELD	018 005	023 135 360
NORTHERN	MIBCO - NORTHERN	018 005	023 135 387

NOTE: Copy of bank deposit with the monthly return must be faxed to Councils offices. Kindly provide your employers no. (code) on deposit slip.

OCCUPATION LISTING CODES & GRADES

Kindly use the following occupation codes on your returns.
The information is vital to facilitate strategic planning for the benefit of the Industry.

CATEGORY OF EMPLOYEE	CODE	GRADE
A Journeymen:		
Automotive Boby Repairer	XA	8
Automotive Electrician	XB	8
Automotive Engine Fitter	XC	8
Automotive Machinist	XD	8
Automotive Trimmer	XE	8
Diesel Mechanic	XF	8
Fitter & Turner	XG	8
Fuel Injection Pump Mechanic	XH	8
Motor Cycle & Scooter Mechanic	XS	8
Motor Mechanic	XJ	8
Spraypainter	XK	8
Tool, Jig & Diemaker	XP	8
Tractor & Agricultural Machinery Mechanic	XL	8
Workshop Manager	XM	8
Vehicle Body Builder	XN	8
Service Supply Salesman	XR	8
Service Advisor / Receptionist - Technical	XT	8
Foreman Workshop - Unqualified	XU	-
Journeyman - Trades Outside of Industry eg. Cabinetmaker etc.	XV	8
Exempted Journeyman - Chapter 11 only.	XY	7
Part Time Employee - Technical	XQ	8
Unqualified employee doing journeyman's work:		
Council Exemption (refer to exemption for grades)	XX	*
BA Journeyman	XZ	7
**** Grade 7 wage for first 12 months, Grade 8 thereafter.***		
B Apprentices		
Automotive Body Repairer	YA	
Automotive Electrician	YB	
Automotive Engine Fitter	YC	
Automotive Machinist	YD	
Automotive Trimmer	YE	
Diesel Mechanic	YF	
Fitter & Turner	YG	
Fuel Injection Pump Mechanic	YH	
Motor Cycle & Scooter Mechanic	YS	
Motor Mechanic	YJ	
Spraypainter	YK	
Tool, Jig & Diemaker	YP	
Tractor & Agricultural Machinery Mechanic	YL	
Vehicle Body Builder	YN	

C CATEGORY OF EMPLOYEE	CODE	GRADE
Operative & Other Labour:		
Auto Electrical Assistant	QA	5
Battery Repairer	QB	3
Suspension Fitter	QC	7
Diesel Pump Room Assistant	QD	5
Motor Cycle Mechanic's Assistant	QE	5
New Motor Vehicle, Motor Cycle & Tricycle Assembler	QF	3
Radiator Repairer	QG	5
Repair Shop Assistant	QH	5
Scooter Worker	QJ	3
Wheel Alignment Worker	QL	6
Operative Airconditioner Fitter	QM	5
Operative Exhaust Fitter	QN	4
Trainee Suspension Fitter	QO	5
Operative Gearbox Dismantler	QP	3
Operative Sunroof Fitter	QQ	4
Operative Radio / Alarm Fitter	QR	5
Supervisor - Non-Clerical capacity	QS	5
Body Shop Assistant	QT	5
Operative Upholsterer	QU	4
Vulcaniser Operative, without Wheel Balancing	QV	2
Operative Wheelbalancer	QW	4
Supervisor Vulcanising Only	QX	5
Clutch & Brake Operative	QY	6
Vulcaniser Operative, with Wheel Balancing	QZ	4
Towbar Fitter - excluding electrical wiring	QI	5
Towbar Fitter - including electrical wiring	QK	7

	CATEGORY OF EMPLOYEE	CODE	GRADE
D	**Clerical Employment**		
	Accountant	TA	
	Clerical Employee - Workshop	TB	
	Storekeeper	TC	
	Motor Vehicle Sales Person	TD	
	Managers	TE	
	Traveller	TF	
	Service Advisor (Non technical)	TH	
	Supply Salesperson	TJ	
	Supervisor - Clerical capacity	TL	
	Part-time Employee	TM	
	Shop Assistant	TP	
	Bookkeeper	TR	
	Clerical Employee	TS	
	Workshop Manager - Non Technical	TT	
	Sales Manager	TU	
	General Manager	TV	
	Part Salesperson	TW	
E	**Other Employees**		
	Char	BE	1
	General Worker	BG	2
	Handyman	BH	
	Forecourt Attendant	BP	1
	Driver - Tow Truck(Up to 3500kg)	BT	3
	Driver - Tow Truck(> 3500kg)	BU	5
	Watchman	BW	
	Driver - Motor Cycle	BX	2
	Driver - Light Vehicle (Up to 3500 kg)	BY	3
	Driver - Heavy Vehicle (>3500 kg)	BZ	5
	Parking Attendant	BD	1
	Diesel Attendant	BQ	1
	Cashier	BC	2
F	**Managerial (Party Shops ONLY)**		
	Director Clerical	DJ	
	Director Workshop	DQ	
	Sole Proprietor	DU	
	Partner	DX	
	Member of CC	DY	

	CATEGORY OF EMPLOYEE	CODE	GRADE
G	**Chapter II - Vehicle Body Building:**		
	General Operative	PK	2
	Operative Grade BV	PL	5
	Operative Grade CV	PM	5
	Operative Grade DV	PQ	5
H	**Chapter III - Manufacturers:**		
	Chopper Outs	KC	3
	Machine Setter	KD	6
	Pattern Cutter Maker	KE	4
	Seaming Machinist	KG	5
	Cutter	KH	4
	Operative Supervisor	KJ	5
	Operative Grade 1	KK	3
	Operative Grade 2	KN	4
	Operative Grade 3	KP	4
	Operative Grade 4	KQ	5
	Operative Grade 5	KR	5
	Quality Controller	KL	5
	Senior Quality Controller	KU	6
	Supervisor Grade 3	KS	4
	Supervisor Grade 4	KT	5
	Supervisor Grade 5	KV	6
I	**Chapter IV - Automotive Engineering:**		
	Operative Grade C	VB	3
	Operative Engine Assembler (see schedule for wages)	VE	
	Operative Grade A (see schedule for wages)	VF	
	Operative Grade B (see schedule for wages)	VG	
	Grade D	VD	2
J	**Chapter V - Reconditioning Establishment:**		
	Armature Winder	UA	5
	Brake Drum Skimmer	UB	5
	Clutch Cover Assembly Setter	UD	5
	Operative Supervisor	UE	5
	Operative Grade AR	UF	4
	Operative Grade BR	UG	4
	Operative Grade CR	UH	5

CONTRIBUTION RATES

THESE RATES ARE TO BE USED TO DETERMINE CONTRIBUTIONS FOR YOUR MONTHLY RETURNS

COUNCIL LEVY

This levy is payable in respect of all employees covered by the Motor Industry Main Agreement and is utilised to fund the Council's expenses and those of its Dispute Resolution Centre. Employees not covered are those earning in excess of R 138 324 00 per annum in Area A and R 119 568 00 in other areas and apprentices. In terms of the Main Agreement, Division A, Clause 1: Scope of Application, Sub-Clause 4, employees who are members of MISA or NUMSA must pay Council Levies regardless of their earnings.

	Weekly Contribution		
	Employee	**Employer**	**Total**
Employers, Apprentices, *Employees over salary scale	R ,00	R ,00	R ,00
All Grades	R2,35	R2,35	R4,70

SICK, ACCIDENT & MATERNITY PAY FUND

APPLICABLE TO NUMSA UNION MEMBERS EMPLOYED IN RMI PARTY SHOPS
AVAILABLE TO NON NUMSA UNION MEMBERS EMPLOYED IN RMI PARTY SHOPS

	Weekly Contribution*		
	Employee	**Employer**	**Total**
MALE MEMBERS IN PARTY SHOPS	R 0.00	R 10.20	R 10.20
FEMALE MEMBERS IN PARTY SHOPS	R 0.00	R14.97	R14.97

***APPLICABLE WITH EFFECT FROM 2 JANUARY 2012**

UNION FEES

Union fees are payable by all employees who elect to join either of the trade unions that are party to the Council

MISA membership available to office, stores, sales, clerical, grade 7 and 8 employees, apprentices and learners.

NUMSA membership available to all workers engaged in the metal and related industries subject to the discretion of the relevant Shop Stewards Council.

UNION SUBSCRIPTION FEE

	Weekly Contribution		
	Employee	**Employer**	**Total**
MISA - Effective 01.01.2010 - All Grades	R 13.00	R 0.00	R 13.00
NUMSA - Effective 01.11.1992 1% of Basic Wage / Salary	1%	R 0.00	1%

PROVIDENT FUNDS
APPLICABLE TO ALL EMPLOYEES AS FROM 01.04.2005

AUTO WORKERS PROVIDENT FUND

THIS FUND APPLIES TO.

1. Existing Auto Workers Provident fund members and new engagements from grades 1-6

WEEKLY CONTRIBUTION		
EMPLOYEE	EMPLOYER	TOTAL
7.5	8	15.5

Employee contribution – 7.5% of Basic earnings plus commission to a limit of R9810.00 p/m (where applicable)

MOTOR INDUSTRY PROVIDENT FUND

THIS FUND APPLIES TO.

1. Existing Motor Industry Provident fund members and employees in Division B grades 7 & 8 and apprentices.

WEEKLY CONTRIBUTION		
EMPLOYEE	EMPLOYER	TOTAL
7.5	8	15.5

Employee contribution – 7.5% of Basic earnings plus commission to a limit of R9810.00 p/m (where applicable)

EXAMPLE FOR PROVIDENT FUND CALCULATIONS BASED ON PERCENTAGE

Ex 1 : **An employee receives a pensionable remuneration of R 360.00 per week**

Deduction of 7.5% .... R 27.00
Employers amount 8% .... R 28.80
Total.................................... R 55.80

Ex 2 : **An employee receives a pensionable remuneration of R 1 680.00 per month**

Reduce to weekly – R 1 680.00 x 12/52 = R 387.69 pw
Deduction of 7.5% .... R 29.08
Employers amount 8% .... R 31.02
Total .... R 60.10

Ex 3. **An employee earns a pensionable salary of R 2000 per month & a commission of R 5000 for a particular month**

Reduce to weekly – (R 2000 + R 5000) x 12 / 52 = R 1615.39
Deduction of 7.5% .... R 121.16
Employers amount 8% .... R 129.23
Total .... R 250.39

AN EMPLOYEE CAN OPT NOT TO PAY PROVIDENT ON COMMISSION EARNED IN EXCESS OF R 10 394.80 PER MONTH.

ADDITIONAL HOLIDAY PAY

The contributions to this holiday bonus scheme are payable by all establishments in respect of those employees listed hereunder:-

1st Year Apprentices - 4 Year Contract	R -	R 33.59	R 33.59
2nd Year Apprentices - 4 Year Contract	R -	R 36.84	R 36.84
3rd Year Apprentices - 4 Year Contract	R -	R 41.64	R 41.64
4th Year Apprentices - 4 Year Contract	R -	R 51.17	R 51.17
1st Year Apprentices - 3 Year Contract	R -	R 33.59	R 33.59
2nd Year Apprentices - 3 Year Contract	R -	R 37.51	R 37.51
3rd Year Apprentices - 3 Year Contract	R -	R 51.17	R 51.17
Grade 7 (BA J/Men, Exempted J/Men & Operative Engine Assembler)	R -	R 60.05	R 60.05
Grade 8 (Qualified J/Men)	R -	R 68.64	R 68.64

NOTE: 3 YEAR CONTRACTS ARE FOR SPRAY PAINTERS & AUTOMOTIVE TRIMMERS ONLY

A copy of an AHP Application Form is included at the end of this guide.

EMPLOYER ACTIVITY CODES

Kindly reflect your activities on your monthly return specifying which of the activities is your primary one and which are the secondary.
This information is vital for strategic planning for the Industry

1	PETROL SALES
2	USED CAR SALES
3	NEW CAR SALES
4	AGRICULTURAL EQUIPMENT SALES
5	MOTOR CYCLE SALES
6	CARAVAN SALES
7	BATTERY SALES
8	ACCESSORIES & SPARES SALES
9	TYRE SALES
10	TYRE RETREADING
11	VULCANISING
12	SCRAPYARDS
13	SPRINGSMITHS
14	PARKING GARAGES
15	KIOSKS / GENERAL STORES
16	EXHAUST FITTING
17	TOWBAR FITTING
18	RADIO FITTING
19	ALARMS & IMMOB. FITTING
20	SUNROOF FITTING
21	AIR-CONDITIONING FITTING
22	PANEL BEATING
23	SPRAY PAINTING
24	UPHOLSTERING
25	VEHICLE BODY BUILDERS
26	TRAILER MANUFACTURING
27	VEHICLE COMPONENT MANUFACTURING
28	ACCESSORY MANUFACTURING
29	AUTOMOTIVE ENGINEERING
30	ARMATURE RECONDITIONING
31	BRAKE RECONDITIONING
32	CLUTCH RECONDITIONING.
33	RADIATOR RECONDITIONING
34	AUTO ELECTRICAL REPAIRS
35	MOTOR VEHICLE REPAIRS
36	MOTOR CYCLE REPAIRS
37	CARAVAN REPAIRS
38	BATTERY REPAIRS
39	MOTOR TRIMMING
40	FUEL INJECTION SERVICES
41	GEARBOX REPAIRS
42	DIESEL PUMP REPAIRS
43	WHEEL ALIGNMENT
44	TRAILER REPAIRS
45	TYRE REPAIRS
46	AUTO VALET & STEAM CLEANING
47	MOTOR VEHICLE STORAGE
48	AGRICULTURAL EQUIPMENT REPAIRS
49	TRACTOR SALES
50	TRACTOR REPAIRS
51	REPAIR OF CYLINDER HEADS
52	REPAIRS TO TURBO CHARGERS
53	REPAIR TO PROP SHAFTS
54	REPAIR TO CV JOINTS
55	MOTOR PLASTIC COMPONENT REPAIRS
56	F/GLASS COMP. MANF. REPAIR & SALES
57	CAR,TRUCK & BUS RENTALS
58	TOWING SERVICES
59	LABOUR BROKERS
60	OTHER
61	SALES & REPAIRS: BUSES
62	SALES & REPAIRS: TRUCKS
63	GLASS FITMENT CENTRES
64	CARBURETTOR SALES & REPAIRS
65	SUSPENSION WORKSHOP
66	4 X 4 FITMENT CENTRES
67	DIESEL DEPOT

DISPUTE RESOLUTION PROCEDURE

The Bargaining Council has been accredited to resolve disputes which occur in our industry and to this end has created a Dispute Resolution Centre [DRC], staffed by highly skilled and qualified persons. Qualified Commissioners conciliate and arbitrate disputes which occur in the Motor Industry.

1 Submission of an application form [LRA7.11], obtainable from the following DRC offices:

KWAZULU NATAL	-	5 Renshaw Road, Congella, 4013	Tel (031) 205 6243/4/5/6	Fax (031) 205 6195
NORTHERN REGION	-	MIB Building, 2nd Floor, Hatfield Square 1119 Burnett Street, Hatfield, Pretoria, 0083	Tel (012) 362 2988	Fax (012) 362 3669
FREE STATE	-	26 Lombard Street, Hilton, Bloemfontein	Tel (051) 409 4000	Fax (051) 430 4636
WESTERN PROVINCE	-	Tyger Terraces 3, Bellville Business Park, Mike Pienaar Boulevard, Bellville	Tel (021) 945 4626/7/9	Fax (021) 948 6467
EASTERN CAPE	-	55 Newton Street, Newton Park, Port Elizabeth, 6045	Tel (041) 364 0250	Fax (041) 365 6821
HIGHVELD / MSSC	-	1st Floor, 276 Oak Avenue, Randburg, 2194	Tel (011) 787 9713	Fax (011) 787 9736

Although designed for speedy resolution, certain procedures are required for parties who refer disputes to the DRC. These can be summarised as follows:-

2 A copy of the LRA7.11 form must be completed and served on the other party. Service may be effected by registered mail, personal service or facsimile. Proof of service must be provided to the DRC. The staff at the DRC can assist with the completion of this form.

The DRC now engages in a process of con-arb which means that if a matter cannot be resolved at conciliation, the dispute is immediately arbitrated. All disputes must be referred within 30 days of the dispute occurring. If the 30 day period has lapsed, an application for condonation must be lodged with the DRC prior to referring a matter for con-arb. The other party will be given the opportunity to oppose the granting of condonation and the Council's Commissioner will then consider and decide on the matter.

Only once the late referral is condoned, can the matter be set down by the DRC for the con-arb process. All documents must be served on the opposing party, giving them an opportunity to present their case.

At the con-arb process, if a matter is settled, a settlement agreement is entered into and signed by both parties indicating an end to the dispute. The conciliation process is a confidential process and the conciliator may have separate sessions with parties in an attempt to resolve the dispute.

If a matter proceeds to arbitration, both parties are allowed to present their case via evidence under oath and may call witnesses to testify on their behalf. The witnesses can be subjected to cross-examination by the opposing party. Once parties have led all the evidence the Commissioner has 14 days in which to produce an award based on evidence led. This award is final and binding on all parties. There is no right of appeal against such award, however, there are certain grounds upon which an award may be reviewed. If a party fails to abide by an award, the award may then be made an order of the Labour Court and a warrant of execution against property can be issued.

The Council's Commissioner appointed to resolve and arbitrate disputes is bound by a code of conduct which includes strict confidentiality and will explain the process before commencement of the proceedings.

Please note: Labour Consultants or Labour Brokers **cannot** represent parties at conciliation or arbitration meetings.

CODE OF GOOD PRACTICE - DISMISSALS

This code is not intended as a substitute for disciplinary codes and procedures where these are the subject of collective agreements. The key principle is that employer and employees should treat one another with mutual respect.

FAIR REASONS FOR DISMISSAL

A dismissal is unfair if it is not effected for a fair reason and in accordance with a fair procedure. The Act recognises three grounds on which a termination of employment might be legitimate. These are:-

1 The conduct of the employee;
2 The capacity of the employee; and
3 The operational requirements of the employer's business;

A dismissal is automatically unfair if the reason for the dismissal is one that amounts to an infringement of the fundamental rights of an employee, i.e. acts such as discrimination, intended or actual pregnancy, etc.

In cases where dismissal is not automatically unfair the employer must show that the reason for dismissal is a reason related to the employee's conduct or capacity, or is based on operational requirements. If the employer fails to do that, or fails to prove that the dismissal was effected in accordance with fair procedure, the dismissal is unfair.

DISCIPLINARY MEASURES SHORT OF DISMISSAL

Employers should adopt disciplinary rules to establish the standards of conduct by their employees.

These rules should create certainty and consistency in the application of discipline. This requires that standards of conduct are clear and made available to employees in a manner easily understood.

Efforts should be made to correct employees' behaviour through a system of graduated disciplinary measures such as counselling and warnings. The employer has discretion to decide on how many verbal warnings to issue before he initiates any formal disciplinary procedures.

Generally, it is not appropriate to dismiss an employee for a first offence, except if the misconduct is serious and of such gravity that it makes the continued employment relationship intolerable.

FAIR PROCEDURE

The employer must notify the employee in advance of the allegations against him, in a form and language that the employee understands. Sufficient time must be given to prepare his defence. The employee must be present at a formal enquiry/hearing. He may be represented by a fellow employee or shop steward, or trade union representative and must be informed of his right to do so. He must be allowed to call witnesses and if necessary the services of an interpreter may be utilised.

DISMISSAL AND INDUSTRIAL ACTION

Participation in an unprotected strike is misconduct, however, like any other misconduct, it does not always warrant dismissal. The substantive fairness of the dismissal in these circumstances must be determined in the light of the facts of the case.

GUIDELINES IN CASES OF DISMISSAL FOR MISCONDUCT

Any person who is determining whether a dismissal for misconduct is unfair should consider:-

1. Whether or not the employee contravened a rule or standard regulating conduct in, or of relevance to, the workplace;
2. If it was contravened, whether or not the rule or standard was reasonable or valid;
3. Whether the employee was aware, or should have been reasonably aware, of the rule or standard;
4. Whether the rule or standard has been consistently applied and dismissal is an appropriate sanction;

INCAPACITY : POOR WORK PERFORMANCE

- A newly hired employee may be placed on probation for a reasonable period.
- Dismissal during probation should be preceded by an opportunity for the employee to state his case.
  - After probation an employee should not be dismissed before proper evaluation, instruction, training, guidance and counselling and a reasonable period for improvement given.

GUIDELINES IN CASES OF POOR WORK PERFORMANCE

In determining whether dismissal for poor work performance is unfair the following should be considered:-

1. Did the employee fail to meet the performance standard? If so,
2. Was the employee aware or should have been reasonably aware, of the required work standard?
3. Was the employee given a fair opportunity to meet the performance standard?
4. Whether dismissal was an appropriate sanction.

INCAPACITY : ILL-HEALTH OR INJURY

Incapacity on the grounds of ill health or injury may be temporary or permanent.
An employer should investigate the extent, and if the employee is likely to be absent for an unreasonably long time given the circumstances, investigate alternatives short of dismissal. Any person determining whether a dismissal arising from ill-health or injury is unfair should consider:-

1. Whether or not the employee is capable of performing the work;

2. If the employee is not capable –
   (a) the extent to which he is unable to perform his duties;
   (b) the extent to which his work circumstances might be adapted or to the extent the employee's duties might be adapted;

3. The availability of suitable alternative work;

OPERATIONAL REQUIREMENTS

1 The Labour Relations Act, 1995 (Act No.66 of 1995) ("the Act") defines a dismissal based on the operational requirements of an employer as one that is based on the economic, technological, structural or similar needs of the employer. It is difficult to define all the circumstances that might legitimately form the basis of a dismissal for this reason. As a general rule, economic reasons are those that relate to the financial management of the enterprise. Technological reasons refer to the introduction of new technology which affects work relationships either by making existing jobs redundant or by requiring employees to adapt to the new technology or a consequential restructuring of the workplace. Structural reasons relate to the redundancy of posts consequent to a restructuring of the employer's enterprise.

2 Dismissals for operational requirements have been categorised as "no fault" dismissals. In other words, it is not the employee who is responsible for the termination of employment. Because retrenchment is a "no fault" dismissal and because of its human cost, the Labour Relations Act places particular obligations on an employer, most of which are directed toward ensuring that all possible alternatives to dismissal are explored and that the employees to be dismissed are treated fairly.

3 The obligations placed on an employer are both procedural and substantive. The purpose of consultation is to enable the parties, in the form of a joint problem-solving exercise, to strive for consensus if that is possible. The matters on which consultation is necessary are listed in section 189(2). This section requires the parties to attempt to reach consensus on, amongst other things, appropriate measures to avoid dismissals. In order for this to be effective, the consultation process must commence as soon as a reduction of the workforce, through retrenchments or redundancies, is contemplated by the employer, so that possible alternatives can be explored. The employer should in all good faith keep an open mind throughout and seriously consider proposals put forward.

4 The Act also provides for the disclosure by the employer of information on matters relevant to the consultation. Although the matters on which information for the purposes of consultation is required are specified in section 189(3), the list in that section is not a closed one. If considerations other than those that are listed are relevant to the proposed dismissal or the development of alternative proposals, they should be disclosed to the consulting party. In the event of a disagreement about what information is to be disclosed any party may refer the dispute to the CCMA in terms of section 16(6) of the Act.

5 The period over which consultation should extend is not defined in the Act. The circumstances surrounding the consultation process are relevant to a determination of a reasonable period. Proper consultation will include:-

(a) The opportunity to meet and report back to employees;
(b) The opportunity to meet with the employer; and
(c) The request, receipt and consideration of information.

6 The more urgent the need by the business to respond to the factors giving rise to any contemplated termination of employment, the more truncated the consultation process might be. Urgency may not, however, be induced by the failure to commence the consultation process as soon as a reduction of the workforce was likely. On the other hand, the parties who are entitled to be consulted must meet, as soon, and as frequently, as may be reasonably practicable during the consultation process.

7 If one or more employees are to be selected for dismissal from a number of employees, the Act requires that the criteria for their selection must be either agreed with the consulting parties or, if no criteria have been agreed, be fair and objective criteria.

8 Criteria that infringe a fundamental right protected by the Act when they are applied, can never be fair. These include selection on the basis of union membership or activity, pregnancy, or some other unfair discriminatory ground. Criteria that are neutral on the face of it should be carefully examined to

ensure that when they are applied, they do not have a discriminatory effect. For example, to select only part-time workers for retrenchment might discriminate against women, since women are predominantly employed in part-time work.

9 Selection criteria that are generally accepted to be fair include length of service, skills and qualifications. Generally the test for fair and objective criteria will be satisfied by the use of the "last in, first out" (LIFO) principle. There may be instances where the LIFO principal or other criteria need to be adapted. The LIFO principle, for example, should not operate so as to undermine an agreed affirmative action program. Exceptions may also include the retention of employees based on criteria mentioned above which are fundamental to the successful operation of the business. These exceptions should, however, be treated with caution.

10 Employees dismissed for reasons based on the employer's operational requirements are entitled to severance pay as determined by the councils' collective agreement as detailed below.

11 If an employee either accepted or unreasonably refused to accept an offer of alternative employment, the employee's right to severance pay is forfeited. Reasonableness is determined by a consideration of the reasonableness of the offer of alternative employment and the reasonableness of the employee's refusal. In the first case, objective factors such as remuneration, status and job security are relevant. In the second case, the employee's personal circumstances play a greater role.

12 (1) Employees dismissed for reasons based on the employer's operational requirements should be given preference if the employer again hires employees with comparable qualifications, subject to:

(a) The employee, after having been asked by the employer, having expressed within a reasonable time from the date of dismissal a desire to be rehired.

(b) A time limit on preferential re-hiring. The time limit must be reasonable and must be the subject of consultation.

(2) If the above conditions are met, the employer must take reasonable steps to inform the employee, including notification to the representative trade union, of the offer of re-employment.

NOTE: THE COUNCIL'S AGREEMENT PRESCRIBES THE FOLLOWING RETRENCHMENT PAY

1. DIVISION "A" EMPLOYEES

A sum equal to two weeks' wages for each completed year of service for the first four years' service with an employer, and one week's wages for each completed year of service with that employer thereafter: Provided that two weeks' retrenchment pay calculated on a pro-rata basis after only four months' employment in the first year of employment shall be applicable.

2. DIVISION "B" EMPLOYEES

A sum equal to two weeks' wages for each completed year of service for the first four years' service with an employer, and one week's wages for each completed year of service with that employer thereafter: 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- In the case of a motor vehicle sales person or supply salesperson, "wages" shall mean their basic wage plus average commission on sales earned over the preceding period of 13 weeks.

MOTOR INDUSTRY RETIREMENT FUNDS

Retirement Funds for the Motor Industry have been consolidated into two Provident Funds, namely:

1. **Motor Industry Provident Fund**

   Employees in Division B, Grades 7 & 8 and Apprentices

2. **Auto Workers Provident Fund**

   Employees grades 1 to 6

Membership of the Provident Funds is compulsory for ALL employees in the Motor Industry. The Provident Funds provide lump-sum benefits payable upon withdrawal or retirement, as well as upon death or disability of the member.

Normal retirement age is 65. Early retirement may be taken from age 55.

Claims Procedure
Claim forms for any of the benefits offered by the funds, or for withdrawal of contributions upon a member leaving the Industry are obtainable from the Regional Offices of the Motor Industry Bargaining Council (MIBCO).

Completed claim forms plus all required supporting documentation should then be returned to the MIBCO Regional Office for processing and submission to the Fund Administrators for assessment and payment. All claims will be paid as soon as is administratively possible, in accordance with the Rules of the Funds.

Benefit Statements
Statements showing contributions received, as well as benefits accrued, are sent to each member once per year.

Note :
In the assessment of claims for approval and the determination of amounts payable, the full set of rules as approved will apply.

FOR ASSISTANCE IN CLAIMING ANY BENEFITS / REFUNDS DUE TO YOU, PLEASE CONTACT YOUR NEAREST BARGAINING COUNCIL AS INDICATED ...

KWAZULU NATAL

Motor Industry Bargaining Council
Pension / Provident Fund Dept.
5 Renshaw Road (cnr Franks Ave)
Congella
Durban, 4001
P O Box 17263
Congella, 4013
Tel. (031) 205-5465
Fax. (031) 205-0515

HIGHVELD

Motor Industry Bargaining Council
Pension / Provident Fund Dept.
1st Floor, 275 Oak Avenue
Ferndale
Randburg, 2194
P O Box 2578
Randburg, 2125
Tel. (011) 369-7750
Fax. (011) 369-7755

NORTHERN

Motor Industry Bargaining Council
Pension / Provident Fund Dept.
MIB Building, 2nd Floor, Hatfield Square, 1119 Burnett Street,
Hatfield, Pretoria, 0083
P O Box 13970
Hatfield, 0028
Tel : (012) 362-2988
Fax. (012) 362-3669

EASTERN CAPE

Motor Industry Bargaining Council
Pension / Provident Fund Dept.
55 Newton Street,
Newton Park
Port Elizabeth, 6045
P O Box 7270
Port Elizabeth, 6055
Tel. (041) 364-0250
Fax. (041) 365-6821

FREE STATE / NORTHERN CAPE

Motor Industry Bargaining Council
Pension / Provident Fund Dept.
26 Lombard Street,
Bloemfontein, 9301
P O Box 910
Bloemfontein, 9300
Tel. (051) 409-4000
Fax. (051) 430-4636

WESTERN PROVINCE

Motor Industry Bargaining Council
Pension / Provident Fund Dept.
Mike Pienaar Boulevard
Bellville, 7530
P O Box 17
Bellville, 7535
Tel. (021) 948-6400
Fax. (021) 948-6435/8

www.mifa.org.za

Provides you :
- access to on-line benefit statements
- access to all the rules and conditions of the funds
- access to relevant contact information and links to other useful websites
- answers to all your retirement fund queries at a click of the button

THE MOTOR INDUSTRY RETIREMENT FUNDS'

BENEFITS ...

OVERVIEW OF RETIREMENT FUNDS ADMINISTRATION

The various retirement funds for the Motor Industry are managed and administered by **Motor Industry Fund Administrators (Pty) Ltd (MIFA)**, and provide members with highly competitive benefits supported by excellent investment returns.

MIFA was established in 1952 and is currently one of the largest Retirement Fund Administers in the country, providing services to some 200 000 members and pensioners with fund assets in excess of R 19 billion.

The MIBCO Regional Offices provide front-end services to members with regard to assistance with claims, member enquiries, collection of contributions, etc.

Information on Fund rules and a download facility for benefit statements are available on MIFA's website, **www.mifa.org.za**.

PROVIDENT FUND CLEARANCE NUMBERS

In terms of recent amendments to IRP5 certificates by the Receiver of Revenue the providing of a clearance number under deductions in regard to retirement fund contributions will now be required.

The clearance numbers of the Funds are:

FUND	**CLEARANCE NUMBER**
AUTO WORKER'S PROVIDENT FUND	18/20/40/13617
MOTOR INDUSTRY PROVIDENT FUND	18/20/40/41080

PROVIDENT FUNDS COLLATERAL FOR HOUSING LOANS

The provision of collateral for housing purposes **only,** was finalised with effect from 01 November 1999.

An agreement was reached with Standard Bank to provide loans at an interest rate of Prime less 1.0% with a minimum value of R 5 000.00 and a maximum value of 70% of the members withdrawal benefit amount. Application for, and granting of loans is in the form of a tri-partite agreement between the member, his/her employer and Standard Bank, with communication between the bank and Motor Industry Fund Administrators in respect of collateral being fully computerised.

Standard Bank is provided with a monthly update of all qualifying members, and the amounts for which collateral may be granted. If the company has an existing facility and the employees have existing loans, the employees must phone 086 100 9429. If the company does not have an existing facility, they are to contact:

- (Inland Office) Richard Mlangeni; Tel.: 011 981 0294 / Fax. : 011 981 8811 / e-mail address: **richard.mlangeni@standardbank.co.za**
- (Eastern Cape Office) Lerato Ndlovu; Tel. : 041 391 2245 / Fax. : 041 391 2523 / e-mail address: **lerato.ndlovu@standardbank.co.za**
- (Western Cape Office) Shihaam Solomons; Tel. : 021 401 2413 / Fax. : 021 401 3270 / e-mail address: **shihaam.solomons@standardbank.co.za**
- (KZN Office) Dasan Pillay; Tel. : 031 308 3362 / Fax. : 086 6137 941 / e-mail address: **dasan.pillay@standardbank.co.za**

It is stressed that the collateral facility has been carefully established in such a way that as far as members and employers are concerned any and all communication in this regard should be directed to the appropriate Standard Bank representative as listed above.

In order to limit the number of non-qualifying enquiries to the Bank, members and employers should consult the annual benefit statements to assess the level of withdrawal benefits available in consideration of the minimum loan value of R 5 000.00

Various questions on the collateral facility may be:

1. **Why has the minimum level been set at R 5 000.00?**
   In terms of the Pension Fund Act, collateral may only be granted for loans to be used for housing purposes. This value has been established in conjunction with financial institutions as a reasonable level for introduction of their facility and may be reviewed periodically

2. **Why has the maximum level been set at 70% of withdrawal benefits?**
   This is due to taxation consideration should the member leave the industry and the collateral is called up by the Bank.

3. **Why has only Standard Bank been contracted with?**

- ♦ Standard Bank provides a similar loan facility to all local municipalities and accordingly have the experience and the infrastructure to serve the Motor Industry nationally.
- ♦ They are the only bank able to accommodate the detailed electronic interfaces with MIFA to facilitate a reduced turnaround time in the processing and granting of collateral-backed loans.

BENEFIT DETAILS (FROM 01.04.2005)	MOTOR INDUSTRY / MISA PROVIDENT FUND	AUTO WORKERS' PROVIDENT FUND
1. Normal retirement age	65	65
2. Minimum early retirement age	55	55
3. Reduction in retirement benefit for early retirement	N/A	N/A
4. Reduction in benefit for early ill health retirement	N/A	N/A
5. Retirement benefit	Lump sum only	Lump sum only
6. Widow/er pension guarantee	N/A	N/A
7. Widow/er pension after guarantee	N/A	N/A
8. Percentage of member contribution to retirement benefit funding	100%	100%
9. Death	3 x annual salary + refund of contributions + interest	3 x annual salary + refund of contributions + interest
10. Disability	3 x annual salary + refund of contributions + interest	3 x annual salary + refund of contributions + interest
11. Retrenchment Benefit	Full Fund credit	Full Fund credit
12. Withdrawal Benefit	Full Fund credit	Full Fund credit
13. Transferability in Motor Industry	Yes	Yes
14. Collateral for housing Loans	70% of withdrawal benefit. Minimum R5 000.	70% of withdrawal benefit. Minimum R5 000.

MOTOR INDUSTRY SICK, ACCIDENT & MATERNITY PAY FUND

This Fund was established by a Party Agreement between the RMI and NUMSA. All NUMSA members employed at RMI affiliated establishments benefit through automatic membership of the fund which is funded by the employer. Non-union employees employed at RMI establishments may also access the benefits the Fund provides on a *voluntary* basis.

The Objects of the Fund

[1] to assist members who suffer losses of wages or salary through absenteeism resulting from incapacity due to accident or sickness;
[2] to assist female members who suffer losses of wages through absenteeism resulting from their pregnancy;

Qualification for Benefits

Thirteen (13) consecutive weeks' contributions. (For Contribution Tables refer to page 21.)

Benefits – Per annum

Sick Pay – 75% of the member's ordinary daily remuneration up to a maximum of 20 days;

Accident Pay – 75% of the member's ordinary daily remuneration up to a maximum of 40 days;

Maternity Pay – 30% of the member's ordinary daily remuneration up to a maximum of 26 weeks;

Claims – Claim forms are to be completed by the member, doctor and employer and may be obtained from your local Regional Council. In instances where an employer has paid the member during an absence from work, a refund will be made to the employer on receipt of proof of payment. Copies of the Sick, Accident & Maternity Fund claim forms are included at the end of this guide.

NOTE: Any queries regarding Fund membership, benefits, etc. should be directed to the MIBCO and/or RMI Regional Offices as detailed on pages 2 and 53 respectively. **As this fund provides the financial support to employees while off on Sick, Accident or Maternity leave, it is imperative that employers continue to contribute toward the Fund while the beneficiary / employee is away on Sick, Accident or Maternity leave in order to derive the benefits provided.**

MEMBERSHIP OF THE PARTIES

In the pages following you will find full details of the parties to the Council and the significant membership benefits offered by them.

It will no doubt be of great advantage to your organisation to consider membership of the appropriate employer's organisation and to encourage your staff to become members of one of the respective trade unions.

Membership of the parties provides a forum for your suggestions/proposals on their improvement and enables the airing of grievances and concerns about the industry and input on conditions of employment at an industry level, e.g. wage/salary levels, etc.

The more representative the Council is of the vast majority of employers and employees the better it is able to reflect their interests which is, after all, the fundamental reason for its existence.

VISION

BELONGING IS BETTER BUSINESS

Never before in the 100-year history of this organisation has it been more relevant and necessary to belong to the RMI. You may well ask why? Very simply, because the industry is faced with continual and rapid change. No one is doing business in the same way as they did before. Future survival will depend largely upon a business' ability to manage that change.

The RMI, with its current membership of 7 500, provides a very effective collective voice that gives considerable clout to its members. The reality is that as small/ medium individual businesses, you have very little say where government and big business policies are concerned. Government will not talk to thousands of individual businesses.

Oil companies, insurance companies, motor manufacturers and unions are not influenced by individuals. The RMI is the solution.

WHO IS THE RMI?

- The RMI is the lead voice in the motor industry; owned by 7 500 members whose needs are serviced out of six regional offices;
- The RMI is a member-owned and driven organisation, constantly seeking and offering solutions to issues raised by members in their day-to-day running of their business; and
- The RMI is the major employer representative of the Motor Industry Bargaining Council and plays a major role in negotiations for the Main Agreement for the Motor Industry and the Administrative Agreement. It plays a vital role in terms of the industry's social benefit schemes, dispute resolution processes and exemption procedures.

OBJECTIVES TO THE RMI

- To promote, protect and encourage the interests of members and consumers by setting and maintaining proper standards of service and ethical trading conditions;
- To facilitate the settlement of disputes between members and their employees, by conciliation/ mediation/ arbitration;
- To facilitate the settlement of disputes between members and the motoring public by mediation;
- To regulate relations between members and their employees and/ or trade unions and protect and further the interests of members in this regard;
- To promote, support, or oppose when necessary, any proposals, legislation or other measures affecting the interests of members;
- To affiliate with and participate in the affairs of other bodies sharing common interests with RMI members (e.g. AA, AIDC, AMID, BUSA, DME, DoL, DoT, DTI, MIDC, NAACAM, SABS, SAIA, SAPIA etc.); and
- To maintain high standards of business ethics and service delivery to the motoring public by members of the RMI and, where necessary to provide upliftment programmes to improve the knowledge and professionalism of members.

SERVICES OFFERED BY THE RMI

FOR BUSINESS

- Representation of members interests with various government and other industry bodies e.g. AA, AIDC, AMID, BUSA, DME, DoL,DoT, DTI, MIDC, NAACAM, SABS, SAIA, SAPIA, oil companies, motor manufacturers and various banking and insurance institutions;
- Dissemination of valuable industry information to members and consumers;
- Encouraging the consumer to do business with members through the accreditation and grading of member businesses;
- Quality and standards enforcement through the elimination of counterfeit parts and illegal importation with on-going notification to RMI members, thereby protecting both RMI members and motorists from consequences of mechanical failure of sub-standard components i.e. road carnage etc;
- The RMI in association with NAAMSA and NAACAM is one of the founder members of the Johannesburg International Motor Show and Automechanica International Motor Show;

- On-going branding efforts through media reports, national radio advertising and government liaison promoting RMI members with particular focus on consumer awareness in doing business with RMI members;

- Business Directors taking special care of specific associational needs and activities;

- Regional and National Executive Committees representing members and encouraging RMI member interaction;

- BEE one-stop facility for members enabling them to reach levels of BEE compliance and verified score card status;

- Exceptional support with regards to the Consumer Protection Act is also provided, including free online and DVD training material with telephonic legal advice;

- We provide effective communication that allows you to get the most out of your membership, including the monthly magazine *Automobil,* which will now facilitate communication to a far greater degree and deliver greater levels of consumer awareness;

- In addition, new developments, such as better bank charges, can be expected in the coming year;

- There are also our products:

  RMI 4 Law: 24-hour legal advisory service;
  RMI 4 Sure: Best-value short-term insurance;
  RMI 4 OHS: Occupational Health and Safety;
  RMI 4 Recruit: Recruitment and placement;
  RMI 4 BEE: Advice and assistance on BBBEE matters, with an accreditation service and the compilation of a National BBBEE register; and
  Capricorn: The purchasing co-operative for the automotive service and repair industry.

FOR CONSUMERS

- In an industry that in most sectors is overtraded, we are constantly promoting to the consumer that by dealing exclusively with RMI members, they will have peace of mind knowing that they are protected by our Code of Conduct, which ensures fair and reasonable prices, quality goods, a guarantee of parts and services and a recourse should they not be satisfied;

- **Consumer awareness:** the RMI advertises on six radio stations nationally, urging motorists to do business with RMI-accredited members; we also advertise twice a year in national newspapers;

- Consumer complaint resolution: an average of 6 500 complaints are received each year, with a resolution rate of 95 per cent;

- The RMI has a dedicated Quality and Standards function that works to reduce and eliminate the marketing of sub-standard parts and goods;

- We have a special focus on matters related to road safety; and

- **Brand value:** the RMI has a high profile. We are regularly invited to comment by both the print and broadcast media. We also participate in and host numerous conventions and shows, such as the Johannesburg International Motor Show, Automechanika and South African Automotive Week, to mention a few.

FOR TRAINING

- Facilitates the provision of technical and nontechnical training courses through the RMI Training Department, pertinent to the various sectors within the industry;

- Provision of training courses to the industry through joint-venture partnerships; and

- Representation of training needs of members by serving on committees of the MERSETA such as the Governing Board, Executive Committee and MERSETA Motor Chamber.

FOR LABOUR

- Through the MIBCO structures, we represent members on the board of Motor Health Care and the motor industry pension funds;

- Handling labour negotiations on your behalf through the centralised bargaining forum removes the nightmare of possible shop-floor negotiations;

- The RMI provides unparalleled industrial relations support, with qualified specialists at each of its six regional offices; free telephone advice on employment issues; low- priced on-site advice and assistance; representation at the CCMA, DRC and labour courts; regular seminars on labour-related matters and free industrial relations kit on joining;

  Highly qualified IR consultants nationally at six regional offices; and Highly competitive low-priced assistance by our skilled IR staff.

SOCIAL BENEFITS

- Healthcare – MOTO Health Care medical aid available for members and their employees offering very competitive contributions with excellent benefits; and
- Retirement Funds – excellent funds available for members and their employees.

The above are just some of the more tangible reasons for belonging, but in days to come, the consumer will more and more insist on exclusively doing business with RMI members

RMI ASSOCCIATIONS

ACRA - Automotive Component Remanufacturers' Association : Clutch, brake, radiator and driveshaft refurbishment

ERA - Engine Remanufacturers' Association : Rebuilders of petrol and diesel engines to original specifications

MDA - Motorcycle Dealers' Association : Motorcycle and accessory dealers

MIMA - Motor Industry Manufacturers' Association : Component manufacturers and wholesalers

MIWA - Motor Industry Workshop Association : Independent workshops, specialist outlets and fast fitment centres

MPEA - Motor Parts and Equipment Association : Parts and equipment wholesalers and retailers

NAAASP - National African Association of Automobile Service Providers : RMI development members operating informally from a fixed address in previously disadvantaged areas

NADA - National Automobile Dealers' Association : Car, truck and tractor dealers

NVTA - National Vehicle Testing Association : Roadworthy vehicle test centres

RMITA - RMI Towing Association : Tow truck operators

SADFIA - South African Diesel Fuel Injection Association : Diesel pump rooms

SAMBRA - South African Motor Body Repairers' Association : Collision repair and vehicle finishing centres

SAPRA - South African Petroleum Retailers' Association : Fuel station operators

SAVABA - South African Vehicle and Bodybuilders' Association : Truck and bus body builders

TDAFA - Tyre Dealers and Fitment Association : Retail tyre outlets, retreaders and fitment centres

NATIONAL OFFICE CONTACT NUMBERS

JOHANNESBURG
Tel: 011 789 2542/ 011 886 6300
Fax: 011 789 4524/
011 886 6700
PO Box 2940
Randburg
2125

RMI REGIONAL OFFICES CONTACT NUMBERS

PRETORIA
Tel: 012 348 9311
Fax: 012 348 9265
PO Box 75880
Lynwood Ridge
0040

CAPE TOWN
Tel: 021 939 9440
Fax: 021 939 0333
PO Box 755
Parow
7500

PORT ELIZABETH
Tel: 041 364 0070
Fax: 041 364 0333
PO Box 34117
Newton Park
6055

BLOEMFONTEIN
Tel: 051 430 3294
Fax: 051 430 4363
PO Box 588
Bloemfontein
9300

DURBAN
Tel: 031 266 7031/ 2
Fax: 031 266 7308
PO Box 403
Westville
3630

FUEL RETAILERS ASSOCIATION - FRA

WHO WE ARE

The Fuel Retailers Association of Southern Africa (FRA) is a registered employers organisation under the provisions of the Labour Relations Act, 66 of 1995.

The FRA, is a financially independent and fully autonomous association that ensures the survival and success for all its members who are Fuel Service Station Owners in the retailing of fuel in South Africa.

The Association monitors and becomes involved wherever necessary with all aspects of retail fuel governance, distribution and sales in South Africa in order to protect and enhance Fuel Retailers' interests. The Associations' income base is through membership fees.

VISION

To create a robust, sustainable environment that provides a reasonable return on investment for all efficient Fuel Retailers. The primary objective of the FRA is to promote and protect the best interests of Fuel Retailers and its members in particular.

MISSION

To engage with all stakeholders to facilitate and promote open and transparent communications to ensure the industry is prepared for 2010 and beyond.

The FRA acts swiftly and negotiates independently, collectively and individually with:

- Department of Energy
- Government Groups
- Department of Labour
- Department of Environmental Affairs
- Department of Tourism
- SAPIA
- Competitions Commission
- Banking Association/PASA

FUEL RETAILERS ASSOCIATION - FRA

MARGIN

The FRA is instrumental in working with the Government to secure increases for Fuel Retailers in the Profit Margin on fuel by "continually improving" margin investigations in order to improve the viability of FRA members.

The CEO of FRA is always quoted as saying "I tell retailers that I worked for an oil company for four years and never once did I hear someone talking about fighting for the retailer's margin. What does that tell you? Without a proper margin, your business cannot survive. Did you know that it is only through the associations' involvement with the regulator that your business profitability is protected? There is currently no guarantee of any margin increase. In 2009 the retailer margin was obtained against all odds of 'No margin until Task 141/RAS is completed'. To those retailers who feel they cannot afford the Association fee of R355 per month, WE ENCOURAGE you to rethink your support to the cause that fight for improved margins and other legislative/regulatory changes to secure your business future affordability.

PROLIFERATION OF NEW STATIONS

The FRA has successfully fought against numerous new sites being built, which would detrimentally affect existing Fuel Retailers. All members have to do, is to contact us when they see the Municipal Notices.

The FRA is a watchdog in all matters relating to "environmental impact assessments" and has played an important role in the drafting of the new NEMA (National Environment Management Act).

The Association has funded and supported the work around NEMA regulations to protect our industry from proliferation.

SAFETY AND SECURITY

The FRA participates in issues related to Safety and Security in the Industry which includes the Card Fraud Forum

LEGISLATION AND REGULATORY FRAMEWORK

The FRA is proactive in ensuring that the Fuel Retailers' voice is heard in all Government Legislation that affects the sustainability of our industry.

In our 2010 magazine is an article called Mysterious death of the service stations in the UK which provides much food for thought. It reflects the thought that South African retailers need to take a stand before it is too late. Without the effective financial support of the Association, we are heading for a destiny which we will have no-one else to blame but ourselves.

INDUSTRIAL RELATIONS

Many cases have been successfully defended every month on behalf of FRA members by our highly competent IR Consultants at very competitive rates. Please phone FRA Office for regional contact details

Fuel Retailers Association - FRA

MIBCO

The FRA is an official party to the Motor Industry Bargaining Council.
The Labour Relations Act provides for the self-regulation of industries through the medium of Bargaining Councils. MIBCO is a Bargaining Council as envisaged in the Act whose mission it is to create and maintain industrial peace and stability in the motor industry

Membership to the FRA

There is a lot to offer that you may not know about. So, get to know the FRA and take advantage of the full benefits of being a member of the leading fuel retail industry body in Southern Africa. For only R355 a month you receive up-to-date information on fuel retail industry issues, services and individualised help on matters such as site and retail licenses or legal problems. Once you are in, you see the benefit of belonging to the Association. Once you become a member you get access to our website with an exclusive access to Members only section and you also get a copy of our magazine to see some of the key activities the Association is and was involved in during the previous years.

The FRA has a history as the leading and focused voice in all fuel and fuel related issues. We act swiftly and with passion with any knowledge available to us for the benefit of the retail industry in South Africa.

Retailer education and training

The FRA's view is that there is still a lot to be done in this area. Our belief is that oil companies train retailers to take over the site as opposed to running a profitable and successful business. In line with this, the Association has embarked on beneficial and effective partnerships like the Wholesale & Retail SETA to maximize education and training opportunities for the sector. History shows us that the failure rate in our industry is quite high and, for the majority, there is no maximisation of profits because of lack of effective training. The real impact is never seen because the service station walls hardly come down, yet the exchange of hands is happening behind the walls all the time. There is a strongly held view that, if this industry were to be liberalised, a number of retailers would go under - mainly due to lack of effective skills and training.

Grass roots operation

In our endeavour to remain a grass roots level organisation, we have employed Regional Representatives who visit you for face-to-face interaction should you require that your voice be heard in a less formal environment.

Effective networks

The FRA actively participates in industry forums and thus is key in the shaping of major issues affecting this industry. One such forum is the African Mineral & Energy Forum where topics critical to the survival of the industry are discussed and debated. More importantly, the key stakeholders such as the Department of Energy and SAPIA (South African Petroleum Industry Association) are always at these forums to record the outcomes and use them in their policies and strategies. The Association also participated in the Oil & Gas Indaba hosted by the Minister of Energy where the Association laid the roadmap for the Fuel Retailing in South Africa with recommendations of what needs to change.

FUEL RETAILERS ASSOCIATION - FRA

Licensing

Resolving outstanding license queries and complex issues around licensing is another area where FRA members have enjoyed significant assistance from the Association. We have achieved this only through excellent and effective working relationships with the Department of Energy and the Controller's office.

The objectives of the FRA, with regards to licensing are:

- To follow-up on the status of Applications for licenses and assist our members
- Getting our members to comply with the PPA ACT through relevant updates and reminders

COMMUNICATION

The FRA is in contact with its members through regular issues of:

- FRA Updates (E-mail/Fax/ SMS)
- Website: www.fuelretailers.co.za
- Regular Forum Meetings
- Forecourt Times

Office Administration
fra.general@fra.org.za
Tel: (011) 886 2664
Fax: (011) 787 8719
Website: www.fuelretailers.co.za

NATIONAL UNION OF METAL WORKERS OF SOUTH AFRICA
NUMSA

WHAT IS NUMSA?

NUMSA was formed in 1987 and has since grown into the largest metalworkers union in South Africa. NUMSA is a national union with more than 287 000 members and 59 offices across South Africa. It has 9 regional offices with almost 300 officials. The Head Office is in Johannesburg.

OUR VISION

NUMSA strives for a united South Africa, free of oppression and economic exploitation.

WHO CAN JOIN THE UNION?

NUMSA is open to workers in:

- **the engineering sector** – if you manufacture steel or if you make things from steel like metal goods, aluminium cans, bolts, nuts, burglar bars etc.
- **the motor sector** – the motor sector - if you work in a garage as a mechanic, or a petrol attendant, or if you sell cars, or parts for motor cars or if your workplace manufactures car components, chassis, engines and/or bodies of vehicles etc.
- **the auto/tyre sector** – if you assemble cars and make tyres.
- **the electronics sector** – if you assemble TV's telephones and make the cables for telephones and computers.
- Hourly paid and monthly paid workers can join.

HOW MUCH DO MEMBERS PAY?

Members pay 1% of basic wage per week or per month, as the case may be.

NATIONAL UNION OF METAL WORKERS OF SOUTH AFRICA
NUMSA

BENEFITS PROVIDED BY NUMSA

- NUMSA will defend workers and advance workers' rights and will represent them in disciplinary hearings and defend against unfair dismissal.
- It fights to improve wages and working conditions for its members.
- Once members start paying subscriptions they will automatically get funeral benefits for themselves, their spouse and children.
- NUMSA provides a bursary scheme for members' children to attend tertiary institutions.
- Workers in the Motor Sector enjoy voluntary access to Moto Health Care®.

NUMSA'S FUNERAL SCHEME ADMINISTERED BY DOVES®

What benefit does Doves® provide?

It will provide a full funeral service for the NUMSA member, spouse and dependent children OR you can choose a cash payout for a funeral at the rate of:

- R2000.00 for the member or spouse
- R500.00 for a dependent child up to the age of 25 years.

What do I pay for this benefit?

Nothing! NUMSA will take the money for the funeral scheme from the union subscription that you pay to the union each month.
(NOTE: If you have more than one wife or want to get other members of your family covered, then contact Doves for information on how to cover them.)

How do I claim?

Contact Doves® call centre on 0860 112288

NATIONAL UNION OF METAL WORKERS OF SOUTH AFRICA
NUMSA

MBUYISELO NGWENDA BURSARY SCHEME

Who can apply?

Dependants of NUMSA members or staff members who want to study the following courses fulltime at a tertiary institution:

- Information technology
- LLB and Industrial/Labour Relations
- B Education (Majoring in Maths and Science)
- Biomedical Sciences and BSc Computer Science
- BSc Engineering (Degrees) and National Diploma
- Civil, Chemical, Electrical, Mechanical, Metallurgical, Industrial
- B Com degree majoring in Auditing, Accounting and Financial Management

Which institutions does it cover?

The bursary will be granted for full time studies at a recognized tertiary institution within the Republic of South Africa.

Other information:

- Financial need will be taken into consideration
- Bursaries will only be allocated for the year following the year in which the application is received and only successful applicants will be notified in writing.
- The closing date for the application form will be the September 30 annually and late applications will not be accepted.

For more information contact Gezile Gumede, Tel: [011] 783 3578 or email: ggumede@numsa.co.za.

NATIONAL UNION OF METAL WORKERS OF SOUTH AFRICA
NUMSA

Completed application form may be posted to:

The Bursary Administrator,
Mbuyiselo Ngwenda Bursary Fund,
P O Box 787352,
SANDTON,
2146.

NATIONAL UNION OF METAL WORKERS OF SOUTH AFRICA
NUMSA

NUMSA OFFICE CONTACT DETAIL

HEAD OFFICE
153 Bree Street
Newtown 2001
JOHANNESBURG
Tel: 011-689 1700
Fax: 011-833 6408
e-mail: castron@numsa.org.za
www.numsa.org.za

1. J.C. BEZUIDENHOUT
2nd Floor McCarthy Centre
32/34 Eloff Street
JOHANNESBURG 2001
Tel: 011-331 1146
Fax: 011-331 1054
ceciliam@numsa.org.za

2. NORTHERN CAPE
67 Aliwal Street
BLOEMFONTEIN 9300
Tel: 051-448 4639
Fax: 051-448 4648
mirriammg@numsa.org.za

3. EKURHULENI
287 Commissioner Street
BOKSBURG
Tel: 011-892 4554
Fax: 011-892 3044
thokor@numsa.org.za

4. HLANGANANI
840 Church Street
PRETORIA 0002
Tel: 012-342 4417
Fax: 012-342 4344
rebeccas@numsa.org.za

5. SEDIBENG
16E Hertz Boulevard Road
VANDERBIJLPARK 1901
Tel: 016-981 0225
Fax: 016-9334512
lucyg@numsa.org.za

6. MPUMALANGA
BF Boshielo House
10 Hofmeyr Street
WITBANK 1035
Tel: 013-656 6732
Fax: 013-656 1119
gloriav@numsa.org.za

7. KWAZULU NATAL
129 Che Guevara Rd
BEREA, DURBAN 4001
Tel: 031-301-0283/84/91/97/
Fax: 031-301-0296
rajism@numsa.org.za

8. EASTERN CAPE
22 Pickering Street
Newton Park
PORT ELIZABETH 6001
Tel: 041-363 1010
Fax: 041-363 1038
sandraa@numsa.org.za

9. WESTERN CAPE
61-65 Voortrekker Road
BELLVILLE 7535
Tel: 021-945 3540
Fax: 021-945 1808
dianal@numsa.org.za

THE INTELLIGENT ALTERNATIVE

Motor Industry Staff Association (MISA)

Registered Trade Union
Ref. No.: LR2/6/2/1226

Membership Subscription: R13-00 per week

<u>OUR MISSION</u>:

- PROTECTION AND ADVANCEMENT OF OUR MEMBERS' INTERESTS
- BENEFITS OFFERING VALUE FOR MONEY
- SERVICE OF THE HIGHEST ORDER

Our members enjoy the following benefits:

1. UNFAIR LABOUR PRACTICES / DISMISSALS / RETRENCHMENTS

We provide professional advice and representation at conciliation, arbitration, Labour Court and Labour Appeal Court, where required, at no additional cost to members.

We also assist members with disputes on Collective Agreement contraventions by their employers, disciplinary hearings and grievance processes.

100% of all amounts obtained through settlement negotiations and/or awards are paid to the respective member(s).

2. MISA BENEFIT FUND

All registered MISA members automatically belong to this Fund, which provides cover similar to "life insurance".

Benefit

R19 000-00 per principal member.

<u>Note</u> :
- *A 26 week waiting period (consecutive contributions) is applicable.*
- *Payments are made directly to the next of kin upon the death of a member.*
- *The benefits do not become assets in the deceased person's estate.*

3. **MISA FUNERAL FUND**

All registered MISA members automatically belong to this Fund. The Fund also covers a member's immediate family such as a spouse, children and adopted children up to the age of 18 years and children over the age of 18 years who are registered as fulltime students or who are physically and/or mentally handicapped.

A qualifying period of one week's contribution by a registered member applies to this Fund.

Benefits	
The member	R 7 000-00
The member's spouse	R 7 000-00
Children over the age of 18 who are fulltime students or handicapped	R 7 000-00
Children from 14 to 18 years of age	R 7 000-00
Children under 14 years of age	R 4 000-00

4. **PREFERENTIAL RATES ON FUNERALS**

MISA negotiate preferential rates on funerals conducted by AVBOB. MISA also guarantees payment to AVBOB up to the value of the MISA Funeral Fund Benefit.

5. **MATERNITY BENEFIT**

This Fund provides a maternity benefit to the value of R 1 500-00.

Note :
- *A total of 26 weeks' consecutive contributions must have been received.*
- *Application must be made within 13 weeks from date of birth.*

6. **RETRENCHMENT BENEFIT**

This Fund provides a retrenchment benefit to the value of R 1 500-00.

Note :
- *A total of 26 weeks' consecutive contributions must have been received.*
- *Application must be made within 13 weeks from date of retrenchment.*

7. ILL-HEALTH / DISABILITY BENEFIT
The Fund provides an ill-health / disability benefit to the value of R 1 500-00.

Note :
- *A total of 26 weeks' consecutive contributions must have been received.*
- *Application must be made within 13 weeks from date of approval by Retirement Fund.*

8. MISA BURSARIES
MISA provides 50 bursaries to children of MISA members to the value of R 10 000-00 each. Details may be obtained from Head Office.

9. ESTATE PLANNING
We provide members with an important additional benefit, namely the drawing up of a Last Will and Testament and / or Living Will at no additional cost. If MISA is appointed as Executor of the Estate, the following reduced fees are applicable:

- 3% on the value of your estate.
- 5% on any income generated by your estate.

10. SERVICE CONTRACT FOR DOMESTIC WORKER
MISA can prepare a service contract for your domestic worker at no cost.

11. CONTINGENCY RESERVE
This Fund is administered by MIBCO and provides financial support to members in the event of the liquidation of their employers' businesses.

12. COLLECTIVE BARGAINING AND REPRESENTATION AT MIBCO
Members enjoy the focused approach of a well-versed collective bargaining team representing the members' interests in the negotiating process dealing with wages and conditions of employment.

MISA is a party to MIBCO and represents its members on all forums within the structures, both on a regional and national level.

THE INTELLIGENT ALTERNATIVE

Motor Industry Staff Association (MISA)

REGIONAL CONTACT DETAILS

LOCATION	TELEPHONE	FAX	E-MAIL
Head Office Mr. Dana de Villiers (Chief Executive Officer)	011 – 476 3920/1	011 – 678 4537	info@ms.org.za
Eastern Cape Region Contact Person : Mrs. Shireen Wewege	041 – 364 0102	011 – 364 0104	ep@ms.org.za
Natal Region Contact Person : Mrs. Angela Hardouin	031 – 201-2710/2909	031 – 202 5956	natal@ms.org.za
Free State/Northern Cape Region Contact Person : Mrs. Ronell Nel	051 – 447-5339	051 – 447 2370	fs@ms.org.za
Northern/Highveld Region Contact Person : Mr. Philip Botha (Deputy Chief Executive Officer)	011 – 678 6328	011 – 678 4112	northern@ms.org.za
Western Province Region Contact Person : Mrs. Bertha Denichaud	021 – 551 2822/2842	021 – 551 2818	wp@ms.org.za

MIBCO Motor Industry Bargaining Council

MIBCO - SHARED SERVICES CENTRE

P O BOX 2578, RANDBURG,2125 Telephone: 011 / 369-7500

Facsimile numbers:

Eastern & Western Cape Employers	086 673 6265
Free State / Northern Cape Employers	086 681 7408
Highveld / Northern Employers	086 673 3176
Kwa Zulu Natal Employers	086 681 7408

MONTHLY RETURN RECONCILIATION

EMPLOYER NAME : ____________________ EMPLOYER CODE: __________

ADDRESS : ______________________________

TELEPHONE : ____________________ FAX : __________

EMPLOYER EMAIL ADDRESS: ______________________________

RETURN FOR THE PERIOD : FROM: __________ TO : __________

NO. OF WEEKS : __________

SUMMARY

TOTAL PER CONTRIBUTION FORECAST		**R**
ADD	ENGAGEMENTS	**R**
	BREAKS PAID IN	**R**
	RATE CHANGES (NEW)	**R**
	SUB TOTAL	**R**
DEDUCT	DISCHARGES	**R**
	BREAKS IN CONTRIBUTIONS	**R**
	RATE CHANGES (OLD)	**R**
	RETURN PAYMENT	**R**

Number of Contribution Amendment Forms attached: __________

I certify that I have carefully checked the computer forecast sent to me by the Council for the above period and that with the exceptions list, this Monthly Return is a correct reflection of all my current employees and their contributions payable.

Signature of Employer or Duly Authorised Agent

Date

CHEQUE PAYMENTS: PAYEE MUST READ - MOTOR INDUSTRY BARGAINING COUNCIL

ALL DEPOSITS: REFLECT your Employer Code as the reference when paying directly into the STANDARD BANK account - either electronically or over the counter.

Regional Office (Mark with an X)		Account Name	Branch Code	Account Number
Eastern Cape Region		Mibco - Eastern Cape	018 005	023 135 646
Free State and Northern Cape Region		Mibco - Free State	018 005	023 135 913
Highveld Region		Mibco - Highveld	018 005	023 135 360
Natal Region		Mibco - Kwa Zulu Natal	018 005	023 135 530
Northern Region		Mibco - Northern	018 005	023 135 387
Western Cape Region		Mibco - Western Province	018 005	023 135 689

MIBCO Motor Industry Bargaining Council

MIBCO - SHARED SERVICES CENTRE

MONTHLY RETURN - AMENDMENT FORM

FOR PERIOD: ______________ **TO** ______________

EMPLOYER NAME: ____ No. OF WEEKS: ______ (RETURN PERIOD)

EMPLOYER No.: ______________ TEL. No. : ______________ FAX. No. : ______________

Tran. Type (E, T, BD, BA, RCO, RCN)				
REASONS FOR TERMINATION 1: Resignation 5: Retrenchment 2: Retirement 6: Dismissal (Disciplinary) 3: Early Retirement 7: Company closure 4: Ill Health 8: Death 9: Absconded	*Please indicate No. 1- 9*	*Please indicate No. 1- 9*	*Please indicate No. 1- 9*	*Please indicate No. 1- 9*
Employee Council No.				
Surname & Initials				
Sex (M / F)				
I.D. Number (Date of Birth if no I.D.)				
Engagement or Termination or Rate Change Date (Y-M-D)				
Union No. or Journeymen I.D. No.				
Occupation Code				
Salary per Week				
Commission per Week				
Period For Which Contributions Should / Should Not Be Paid — From				
Period For Which Contributions Should / Should Not Be Paid — To				
Reason For Absence i.e. Sick, Awol etc.				
* Council Levies				
* Union Fees — MISA/SAMU				
* Union Fees — NUMSA				
* Sick Accident & Maternity Pay Fund				
* PROVIDENT FUND — AUTO WORKERS — Rand				
* PROVIDENT FUND — MOTOR INDUSTRY — Rand				
* ADDITIONAL HOLIDAY PAY — Apprentice 4 Years — Year	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4
* ADDITIONAL HOLIDAY PAY — Apprentice 4 Years — Rand				
* ADDITIONAL HOLIDAY PAY — Apprentice 3 Years — Year	1 2 3	1 2 3	1 2 3	1 2 3
* ADDITIONAL HOLIDAY PAY — Apprentice 3 Years — Rand				
* ADDITIONAL HOLIDAY PAY — Exempt & BA J/Men (Grade 7)				
* ADDITIONAL HOLIDAY PAY — Journeymen (Grade 8)				
Total Rand Value Of Contributions Per Week (Total of all*)				
No. of weeks (Contribution Period)				
Total Rand Value Of Contributions for the Period (Total * x No. of weeks)				

Motor Industry Bargaining Council

MIBCO - SHARED SERVICES CENTRE

BULK CONTRIBUTION CHANGES

EMPLOYER NAME: ______________________________ EMPLOYER NUMBER: ______________

EMPLOYER ADDRESS: ______________________________

PROVIDENT FUND CONTRIBUTION ☐

EMPLOYER EMAIL ADDRESS: ______________________

PERIOD: ______________________

NUMSA CONTRIBUTION ☐

EMPLOYEE NUMBER	EMPLOYEE NAME	PERIOD		NO. OF WEEKS	OLD CONTRIBUTION		NEW CONTRIBUTION (per week)			
		FROM	TO		PER WEEK	TOTAL	BASIC EARNINGS	COMMISSION	PER WEEK	TOTAL
COMPILED BY:				TOTAL OLD		-	TOTAL NEW			-

MIBCO Motor Industry Bargaining Council

MOTOR INDUSTRY SICK AND ACCIDENT PAY FUND

CLAIM FORM FOR SICK/ACCIDENT PAY

Mibco SSC, P O Box 2578, Randburg, 2125 Phone 011/369 7500 Fax 086 676 7410

Member's Surname	Employee / Council Number
Member's Full Names	**Member's Union Number**

Member's Identity Number	Member's contact telephone number

Details of Employer

	Name	From	To
Present			
Previous			

Period of absence due to sickness/accident	From	To

The member is employed and remunerated as follows: (Mark the appropriate block with an X)	Member works		Income
	5 Day week		R
	6 Day week		R
	7 Day week		R
	Monthly		R

Has the member been paid by the Employer for the period of absence? (Mark the appropriate block with an X)		
	Yes	
	No	

PAYMENT METHOD

CHEQUE ☐

TO BE POSTED ____________________

____

POSTAL CODE ____________________

ELECTRONIC PAYMENT ☐

NAME OF ACCOUNT HOLDER ____________________

NAME OF BANK ____________________ **BRANCH CODE** ____________________

ACCOUNT NUMBER ____________________

NOTE: **A CANCELLED CHEQUE, BANK STATEMENT OR PRINTOUT FROM THE BANK MUST BE ATTACHED.**

We, the Employer and Employee, certify that the information as given above is correct:

Company Stamp

____________________ ____________________

Signature of Employer or accredited representative. Member's signature

MEDICAL OFFICER'S CERTIFICATE

The Medical Certificate must clearly state **the name of the patient, the date unfit for work and the nature of illness**, and must be attached to the back of this application form.

If the illness is an injury due to an accident, please state below the cause and place of the accident.

____

____

MOTOR INDUSTRY MATERNITY BENEFIT FUND FOR FEMALE UNION MEMBERS

MIBCO Motor Industry Bargaining Council

Mibco SSC, P O Box 2578, Randburg, 2125 Phone 011/369 7500 Fax 086 676 7410

Member's Surname	Employee / Council Number
Member's Full Names	Member's Union Number
Member's Identity Number	Member's contact telephone number

Details of Employer

	Name	From	To
Present			
Previous			

Period of absence due to pregnancy.	From	To

The member is employed and remunerated as follows: (Mark the appropriate block with an X)	Member works		Income
	5 Day week		R
	6 Day week		R
	7 Day week		R
	Monthly		R

Has the member been paid by the Employer for the period of absence? (Mark the appropriate block with an X)		
	Yes	
	No	

PAYMENT METHOD

CHEQUE ☐

TO BE POSTED ____________________

____

POSTAL CODE ____________________

ELECTRONIC PAYMENT ☐

NAME OF ACCOUNT HOLDER ☐

NAME OF BANK ☐ **BRANCH CODE** ☐

ACCOUNT NUMBER ☐

NOTE: **A CANCELLED CHEQUE, BANK STATEMENT OR PRINTOUT FROM THE BANK MUST BE ATTACHED.**

We, the Employer and Employee, certify that the information as given above is correct:

Company Stamp

____________________ Signature of Employer or accredited representative.

____________________ Member's signature

MEDICAL OFFICER'S CERTIFICATE

The Medical Certificate must clearly state **the name of the patient and the period the member has been booked off due to her pregnancy,** and must be attached to the back of this application form.

MIBCO Motor Industry Bargaining Council

MIBCO SHARED SERVICES CENTRE
P O BOX 2578, RANDBURG, 2125
Tel: 011 369 7500 Fax 086 676 7466

ADDITIONAL HOLIDAY PAY - CLAIM FORM

Region	Eastern Cape	Free State N/Cape	Highveld	Northern	Kwa Zulu Natal	Western Cape

EMPLOYEE DETAILS Employee Council No:

Surname

Full Names

Identity Number

Contact telephone number

Leave from D D M M Y Y Y Y To D D M M Y Y Y Y

Leave Reason
Mark with X

Annual Leave | Left Employer | Other Give Reason

PAYMENT METHOD (Mark appropriate payment with an X)

CHEQUE PAYMENT

Postal address

Code

EFT PAYMENT

Name of Account Holder

Name of the Bank

Branch Code

Account Number

NOTE: **A CANCELLED CHEQUE, BANK STATEMENT AND OR PRINTOUT FROM THE BANK MUST BE ATTACHED.*

Employee's Signature

Date D D M M Y Y Y Y

EMPLOYER DETAILS

Company name

Employer Code

We, the Employer certify that the information as given above is correct.

Signature of Employer and or
Accredited Employer Representative

Date D D M M Y Y Y Y

Company Stamp

NOTES