



# Government Gazette Staatskoerant

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REPUBLIEK VAN SUID AFRIKA

*Regulation Gazette*

**No. 11917**

*Regulasiekoerant*

Vol. 726

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**PART 1 OF 3**

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## **IMPORTANT NOTICE:**

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# HIGH ALERT: SCAM WARNING!!!

## TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

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

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

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

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

Example of e-mails these fraudsters are using:

### PROCUREMENT@GPW-GOV.ORG

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

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

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

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

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

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

## Fake Tenders

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

### How tender scams work

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

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

OR

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

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

### Protect yourself from being scammed

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

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

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

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

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

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

**2025**

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

- **24 December**, Wednesday for the issue of Friday **03 January 2025**
- **03 January**, Friday for the issue of Friday **10 January 2025**
- **10 January**, Friday for the issue of Friday **17 January 2025**
- **17 January**, Friday for the issue of Friday **24 January 2025**
- **24 January**, Friday for the issue of Friday **31 January 2025**
- **31 January**, Friday for the issue of Friday **07 February 2025**
- **07 February**, Friday for the issue of Friday **14 February 2025**
- **14 February**, Friday for the issue of Friday **21 February 2025**
- **21 February**, Friday for the issue of Friday **28 February 2025**
- **28 February**, Friday for the issue of Friday **07 March 2025**
- **07 March**, Friday for the issue of Friday **14 March 2025**
- **13 March**, Thursday for the issue of Thursday **20 March 2025**
- **20 March**, Thursday for the issue of Friday **28 March 2025**
- **28 March**, Friday for the issue of Friday **04 April 2025**
- **04 April**, Friday for the issue of Friday **11 April 2025**
- **10 April**, Thursday for the issue of Thursday **17 April 2025**
- **16 April**, Wednesday for the issue of Friday **25 April 2025**
- **23 April**, Wednesday for the issue of Friday **02 May 2025**
- **02 May**, Friday for the issue of Friday **09 May 2025**
- **09 May**, Friday for the issue of Friday **16 May 2025**
- **16 May**, Friday for the issue of Friday **23 May 2025**
- **23 May**, Friday for the issue of Friday **30 May 2025**
- **30 May**, Friday for the issue of Friday **06 June 2025**
- **06 June**, Friday for the issue of Friday **13 June 2025**
- **12 June**, Thursday for the issue of Friday **20 June 2025**
- **20 June**, Friday for the issue of Friday **27 June 2025**
- **27 June**, Friday for the issue of Friday **04 July 2025**
- **04 July**, Friday for the issue of Friday **11 July 2025**
- **11 July**, Friday for the issue of Friday **18 July 2025**
- **18 July**, Friday for the issue of Friday **25 July 2025**
- **25 July**, Friday for the issue of Friday **01 August 2025**
- **01 August**, Friday for the issue of Friday **08 August 2025**
- **08 August**, Friday for the issue of Friday **15 August 2025**
- **15 August**, Friday for the issue of Friday **22 August 2025**
- **22 August**, Friday for the issue of Friday **29 August 2025**
- **29 August**, Friday for the issue of Friday **05 September 2025**
- **05 September**, Friday for the issue of Friday **12 September 2025**
- **12 September**, Friday for the issue of Friday **19 September 2025**
- **18 September**, Thursday for the issue of Friday **26 September 2025**
- **26 September**, Friday for the issue of Friday **03 October 2025**
- **03 October**, Friday for the issue of Friday **10 October 2025**
- **10 October**, Friday for the issue of Friday **17 October 2025**
- **17 October**, Friday for the issue of Friday **24 October 2025**
- **24 October**, Friday for the issue of Friday **31 October 2025**
- **31 October**, Friday for the issue of Friday **07 November 2025**
- **07 November**, Friday for the issue of Friday **14 November 2025**
- **14 November**, Friday for the issue of Friday **21 November 2025**
- **21 November**, Friday for the issue of Friday **28 November 2025**
- **28 November**, Friday for the issue of Friday **05 December 2025**
- **05 December**, Friday for the issue of Friday **12 December 2025**
- **11 December**, Thursday for the issue of Friday **19 December 2025**
- **17 December**, Wednesday for the issue of Wednesday **24 December 2025**

## LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

**COMMENCEMENT: 1 APRIL 2018**

### NATIONAL AND PROVINCIAL

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

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

### EXTRA-ORDINARY

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

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

## **GOVERNMENT PRINTING WORKS - BUSINESS RULES**

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

### **CLOSING TIMES FOR ACCEPTANCE OF NOTICES**

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

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

**All notices received after the closing time will be rejected.**

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

## **GOVERNMENT PRINTING WORKS - BUSINESS RULES**

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

### **EXTRAORDINARY GAZETTES**

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

### **NOTICE SUBMISSION PROCESS**

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

## **GOVERNMENT PRINTING WORKS - BUSINESS RULES**

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

### **QUOTATIONS**

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

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

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
  - 20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.

The content document should contain only one notice. (You may include the different translations of the same notice in the same document).
  - 20.2. The notice should be set on an A4 page, with margins and fonts set as follows:

Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;  
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;  
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

**CANCELLATIONS**

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

**AMENDMENTS TO NOTICES**

23. With effect from 01 October 2015, **GPW** will no longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

**REJECTIONS**

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

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

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

**GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY**

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

**LIABILITY OF ADVERTISER**

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

**CUSTOMER INQUIRIES**

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

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

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

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

**GOVERNMENT PRINTING WORKS - BUSINESS RULES****PAYMENT OF COST**

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

**PROOF OF PUBLICATION**

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

**GOVERNMENT PRINTING WORKS CONTACT INFORMATION****Physical Address:**

**Government Printing Works**  
149 Bosman Street  
Pretoria

**Postal Address:**

Private Bag X85  
Pretoria  
0001

**GPW Banking Details:**

**Bank:** ABSA Bosman Street  
**Account No.:** 405 7114 016  
**Branch Code:** 632-005

**For Gazette and Notice submissions:** Gazette Submissions:

**For queries and quotations, contact:** Gazette Contact Centre:

**E-mail:** [submit.egazette@gpw.gov.za](mailto:submit.egazette@gpw.gov.za)

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## GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

## DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 6923

12 December 2025

## LABOUR RELATIONS ACT, 1995

## REGISTRATION OF AN EMPLOYERS' ORGANISATION

I, Lehlohonolo Molefe, Registrar of Labour Relations, hereby notify, in terms of section 109(2) of the Labour Relations Act, 1995, that **The Cleaning Association of South Africa (CASA) (LR 2/6/3/1161)** has been registered as an employers' organisation with effect from 28/11/2005.

  
REGISTRAR OF LABOUR RELATIONS

## DEPARTMENT OF EMPLOYMENT AND LABOUR

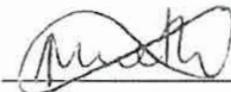
NO. R. 6924

12 December 2025

## LABOUR RELATIONS ACT, 1995

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

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto which was concluded in the **Motor Industry Bargaining Council – MIBCO**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this Notice and for the period ending 31 August 2030.



MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 03/12/2025

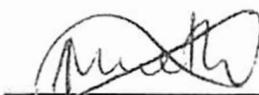
**UMNYANGO WEZEMISEBENZI NEZABASEBENZI**

R. ....

USUKU: .....

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995****UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI**  
**BEMBONI YEZIMOTO:****UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI  
SOKUPHATHA SELULELWA KULABO ABANGEYONA INGXENYE YASO**

Mina, **NOMAKHOSAZANA METH**, uNgqongqoshe WezemiSebenzi, Nezabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini YeziMoto**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomSombuluko wesibili emva kokushicilelwu kwalessisaziso kuze kuge isikhathi esiphela mhlaka 31 kuNcwaba 2030.

**MS N METH, MP****UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI****USUKU:** 03/12/2025

## **SCHEDULE**

### **THE MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO**

#### **ADMINISTRATIVE COLLECTIVE AGREEMENT**

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

**Fuel Retailers Association - FRA**

and the

**Retail Motor Industry Organisation - RMI**

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

**Motor Industry Staff Association – MISA**

and the

**National Union of Metalworkers of South Africa - NUMSA**

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

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

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## CLAUSE 1 - SCOPE OF APPLICATION

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

## SCHEDULE

### ADMINISTRATIVE AGREEMENT

Clause 7	-	Deductions from Earnings
Clause 9	-	Agents
Clause 13	-	Returns to the Council
Clause 16	-	Employees' Representatives on the Council
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### MAIN AGREEMENT - DIVISION A

Clause 2	-	Definitions
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Clause 7.5	-	Certificate of Service
Clause 9.1	-	Outwork
Clause 9.3	-	Damage and/or Loss of Property or Assets
Clause 9.6	-	Public Holidays

- (b) Notwithstanding the provision of sub-clause (3)(a) of this Clause or any other provisions to the contrary, employees earning in excess of the National Wage Threshold as determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act;
- (c) For the period from the date of implementation of the National Wage Threshold as

determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act, excluding commission on sales, shall not be required to work overtime other than on a voluntary basis, free from any form of coercion, intimidation or victimisation.

- (4) Notwithstanding the provisions of sub-clause (3) of this Clause, the provisions of Clause 14 of the Administrative Agreement shall apply to employees, regardless of their earnings.
- (5) The provisions of sub-clause 6.1 (1) of the Main Agreement shall be applicable to all employees, excluding commission on sales, receiving up to –
  - (a) For weekly earners –  
is the sum of the published National Wage Threshold divided by 52 or 53 (weeks), whichever is applicable;
  - (b) For monthly earners –  
is the sum of the published National Wage Threshold divided by 12 (months).
- (6) Clause 1 of the Preamble and sub-clause 1(1)(a) of Division A in the Main Agreement, shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively, to the extent that the Minister of Employment and Labour has not granted an extension of this agreement to non-parties in terms of Section 32 of the LRA

## **CLAUSE 2 - PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on such date as may be fixed by the Minister of Employment and Labour in terms of Section 32 of the Act, and shall remain in operation for the period ending 31 August 2030.

## **CLAUSE 3 - DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

**“FSCA”** means the Financial Sector Conduct Authority, as defined in the Financial Sector Regulation Act, No. 9 of 2017 (as amended).

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

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

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

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

**“Medical Insurance Service Provider”** means a health insurance entity appointed by MIBCO to deliver primary health and medical services covered under an insurance policy.

**“MIPF”** means the Motor Industry Provident Fund, applicable to Division B, Apprentices; grade 7 and grade 8 employees, including any amendments thereto (Registration no. 12/8/36666 as of 31 December 2004).

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

1. assembling, erecting, testing, remanufacturing, repairing, installing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with –
  - (a) chassis and/or bodies of motor vehicles;
  - (b) internal combustion engines and transmission components of motor vehicles;
  - (c) the electrical and electronic equipment and/or devices mainly exclusively connected with motor vehicles;
2. automotive engineering;
3. Auto valet establishments;
4. repairing, vulcanising and/or retreading tyres;
5. repairing, servicing and/or reconditioning batteries for motor vehicles;
6. the business of parking and/or storing motor vehicles;
7. the business conducted by filling and/or service stations including ancillary activities forming part of a filling station linked to the convenience store environment inclusive of the preparing, serving and selling of food/beverages of customers but excluding activities of separately registered establishments whose sole activities relates to the restaurant, tea room and catering environment;

8. the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or spares and/or accessories (whether new or used) pertaining thereto, whether or not such sale is conducted from premises that are attached to a portion of an establishment wherein is conducted the assembly of or repair of motor vehicles is carried out;
9. the business of motor graveyards;
10. the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;
11. motor vehicle body building;
12. the sale of tractors, agricultural and irrigation equipment (not connected with the manufacture thereof) in the Republic of South Africa, but excluding the Magisterial District of Kimberley, in respect of the sale of:
  - (a) agricultural and irrigation equipment; and
  - (b) tractors, except when undertaken by establishments substantially engaged in the sale and/or repair of other motor vehicles.

For the purposes of this definition -

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

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

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

**“Motor vehicle”** means any wheeled conveyance propelled by mechanical power (other than steam) or electrically and designed for haulage and/or for the transportation of persons and/or

goods and/or loads and includes trailers and caravans and shall not include any equipment designed to run on fixed tracks, or air crafts.

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

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

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

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

whether or not mounted on wheels;

(ii) agricultural equipment or parts thereof; or

(iii) equipment designed for use in factories and/or workshops:

Provided that for the purposes of paragraphs (a), (b) and (c) above, 'equipment' shall not be taken to mean motor cars, motor lorries and/or motor trucks;

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

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

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

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

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

**[Note:** Regarding the proof required of three-and-a-half years' experience, a certificate of service shall be issued by the employer in which it is certified that the employee concerned had served

either as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant, which certificate in turn shall be verified by the Regional Council concerned, and the employee shall submit proof of having attended the proper course at a duly registered group training centre.].

**"Primary Health Insurance"** means an ethical, accessible, equitable and affordable medical cover for hospitalisation, chronic conditions, day-to-day visits, dentistry, optical and mental health care for employees and their beneficiaries.

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

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

**"Region HVLD"** means those areas defined as 'Area Highveld'.

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

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

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

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

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

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

**"week"** means –

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

#### **CLAUSE 4 - EXEMPTIONS**

- (1) Exemption from any of the provisions of any of the Council's Agreements may be granted by the Council, to any party or non-party on application.
- (2) Application for exemption to the Council shall be made, in a form prescribed by the Council to the General Secretary of the Council.
- (3) The Council shall fix the conditions subject to which such exemptions shall be valid, and

may, if it deems fit, after one week's notice has been given, in writing, to the person(s) concerned, withdraw any certificate of exemption.

- (4) Should a party wish to appeal a decision of the Council to refuse to grant an exemption or to withdraw any licence of exemption granted to it, other than a decision relating to an application for exemption relating to actual and/or guaranteed increases, it shall appeal, within 14 calendar days of receiving reasons in writing of such refusal or withdrawal, the decision of the Council to the Independent Board. Written reasons shall only be furnished to a Party upon receipt of a written request for such reasons by the Council no later than 14 calendar days from the date of receipt of written notification of such refusal or withdrawal. In the event of an appeal against the decision of the Exemptions to withdraw an exemption of a party, such decision to withdraw shall not be implemented before the outcome of the appeal to the Independent Board.
- (5) The General Secretary of the Council shall issue to every person granted an exemption, a certificate signed by him setting out -
  - (a) the name of the person concerned;
  - (b) the provisions of this Agreement from which exemption is granted;
  - (c) the conditions subject to which such exemption is granted; and
  - (d) the period during which the exemption shall be valid.

## CLAUSE 5 - WAGE EXEMPTIONS BOARD

- (1) The Council hereby establishes the Wage Exemptions Board ("the Board"). The Board shall have sole jurisdiction to consider applications for exemption by individual employers to pay a lesser wage increase and/or guaranteed increase.
- (2) The Board shall consist of 6 members who shall include the General Secretary of the Council who shall also act as chairperson of meetings of the Board.
- (3) The members of the Board shall include:
  - (a) Two independent labour representatives;
  - (b) Two independent business representatives; and
  - (c) An Auditor.

The members of the Board shall be required to *inter alia* possess the following qualities:

- (i) the ability to be objective, independent and impartial;
- (ii) sound decision-making skills;
- (iii) leadership qualities, particularly in respect of exercising sound judgment;
- (iv) be a person in whose impartiality and integrity the public can have confidence;
- (v) understand and comply with confidentiality requirements;
- (vi) working knowledge and experience of labour and collective bargaining matters; and
- (vii) knowledge and understanding of judicial / quasi-judicial processes.

(4) The General Secretary shall convene board meetings as and when required by giving at least 14 (fourteen) days written notice to members of the Board. Such notice shall include the Agenda and such other information as may be necessary to prepare for such meeting.

(5) The following procedure shall apply to wage exemptions:

- (a) An employer that applies for an exemption in order to pay a lesser wage increase or to be exempted from paying on actuals shall complete the wage exemption application form available on request from the Council for consideration by the Board.
- (b) The employer shall consult its employees on the employer's intention to apply for an exemption and the application for exemption must contain details and proof of the consultation process. The proof of the consultation process shall include written confirmation by the employer that the substantive reasons motivating for the application for exemption have been disclosed to its employees.
- (c) The employer, in the application shall furnish all relevant financial information supporting the motivation for the exemption applied for.
- (d) The Board shall make a decision on the application for an exemption within 30 days from the date upon which it was lodged with the Council.
- (e) If an application for exemption is granted to an employer and written proof of such exemption is issued to the employer, the employer shall ensure that such written proof of exemption is contained and displayed at all establishments to which the exemption is applicable.

(6) In the case of an application for exemption relating to actual and / or guaranteed increases the following procedure shall apply:

- (a) Individual employers seeking exemption to pay a lesser actual wage increase and/or a guaranteed increase or to be exempted from paying such must obtain the wage exemption application form available on request from the Council for consideration by the Board.
- (b) Applications for exemption not to pay the agreed prescribed minimum wage increases will not be accepted or considered in terms of these exemption procedures.
- (c) The application must be lodged with the Council and must include the following supporting documents –
  - (i) Formal financial information;
  - (ii) A written motivation; and
  - (iii) Details and proof of the consultation process between the employer, employees and relevant MIBCO Trade Unions.
- (d) Applications must be lodged with the Council and considered within 21 calendar days from the date the Council has circularised all employers with the amending Agreements and wage schedules, either hand delivered or by registered mail or by fax or E-mail, in the prescribed format.
- (e) The Board must make a decision on the application within 14 calendar days of the conclusion of the first period, namely, 21 days as referred to in sub-clause (d) hereof.
- (f) Applicant employers shall be advised of the outcome within seven days by email, fax where applicable or by registered mail.
- (g) Establishments may appeal to the Independent Board within 14 calendar days from the date of receipt of the registered post or fax advising of the rejection of the application.
- (h) All hearings will be attended by the Council's Auditors to assist with the interpretation of the financial information.

## CLAUSE 6 - INDEPENDENT BOARD

(1) In terms of Section 32(3)(e) of the Act the Council hereby establishes an independent

body, to be known as the Independent Board, to consider appeals from parties and non-parties against a refusal by the Exemptions Board of a party's or non-party's application for exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council. The following provisions shall apply to the Independent Board:

- (a) The Council shall appoint 6 (six) independent persons (Members) to constitute the Independent Board, for the avoidance of doubt, such persons shall not be a representative, office bearer or official of the Council or party to the Council or any of its collective bargaining agreements. The independent persons shall be appointed for a period of 12 (twelve) months and shall possess *inter alia* the following qualities:
  - (i) the ability to be objective, independent and impartial;
  - (ii) sound decision-making skills;
  - (iii) leadership qualities, particularly in respect of exercising sound judgment;
  - (iv) be a person in whose impartiality and integrity the public can have confidence;
  - (v) understand and comply with confidentiality requirements;
  - (vi) working knowledge and experience of labour and collective bargaining matters; and
  - (vii) knowledge and understanding of judicial / quasi-judicial processes.
- (b) The Council shall determine such other terms of appointment of Members of the Independent Board subject to the provisions of the Labour Relations Act.

(2) Any party or non-party may lodge an appeal with the Independent Board against the decision of the Council, or Wage Exemptions Board, as the case may be, to refuse to grant an application for an exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council, in which event the following procedure shall apply:

- (a) An appeal shall be in writing and shall be addressed to the General Secretary of the Council for consideration by the Independent Board.
- (b) All appeals lodged by non-parties shall be considered by the Independent Board with due regard to the Appeal criteria set out in sub-clause 7 (Exemption criteria) of this Clause 6.

(c) All appeals to the Independent Board shall be substantiated or motivated by the applicant and shall include the following details:

- (i) the period for which the exemption is required;
- (ii) the Agreement and Clauses or sub-clauses of the Agreement from which exemption is required;
- (iii) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives; and the responses resulting from such consultation, either in support of or against the application, are to be included with the appeal.

(3) The Independent Board may, having regard to the individual merits of each appeal, grant or refuse the appeal if -

- (a) it does not undermine the Agreement;
- (b) it is fair to the employer or his employees and other employers and employees in the Industry.

(4) The Independent Board shall deal with all appeals within 30 days of the date on which the appeal was submitted. The Independent Board may however defer a decision to a following meeting if additional motivation or substantiation or information is considered necessary to make a decision on the appeal.

(5) Once the Independent Board has granted an exemption, it must issue a certificate and advise the applicant(s) accordingly within 14 days of the date of its decision.

(6) When the Independent Board dismisses or dismisses part of an appeal for exemption it shall advise the applicant(s) within 14 days of the date of such decision.

(7) **Exemption criteria:** The Independent Board must consider all appeals with reference to the following criteria:

- (a) the written substantiation and motivation submitted by the applicant;
- (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
- (c) the scope of exemption required;
- (d) the infringement of basic conditions of employment rights;
- (e) the fact that a competitive advantage is not created by the exemption;

- (f) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
- (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Motor Industry;
- (h) any existing special economic or other circumstances which warrant the granting of the exemption;
- (i) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
- (j) any recommendation from the Council.

(8) The Council shall determine on an annual basis, for the avoidance of any doubt, at the beginning of each financial year the remuneration to be paid to the members of the Board other than the General Secretary.

## **CLAUSE 7 - DEDUCTIONS FROM EARNINGS**

(1) Unless otherwise provided for in this Agreement or the Main Agreement, no deductions or set-off of any description, shall be made from the earnings that an employee would normally be entitled to receive other than the following:

- (a) Deductions made with the written consent of the employee and of the Regional Council or the Council for –
  - (i) holiday, insurance, provident and/or pension funds or medical aid schemes where these are not administered by a Regional Council or the Council, and where an employee through negotiations between himself and his employer agrees on the amount to be paid by the employee to accept board and/or lodging from his employer;
  - (ii) tea, sports or similar clubs;
  - (iii) purchases by employees from their employers;
  - (iv) traffic fines in cases where the guilty person(s) have been identified beyond doubt; provided that in the event of an employee being required to drive an unroadworthy or unlicensed vehicle, such fines shall be excluded;

Provided that in the case of Division B employees who are in receipt of remuneration, excluding commission on sales, in excess of amounts as determined by Council from time to time, the deductions referred herein, together with other similar deductions, may be made subject to the written consent of the employee only: Provided further that such deductions are not in conflict with any contract on commission work that exist between the employer and employee.

- (b) Contributions to Council funds in terms of Clause 13 of this Agreement and contributions to any sick benefit, provident and/or pension funds administered by any Regional Council or the Council.
- (c) Any amount paid by an employer compelled by law, ordinance, or legal process to make payment on behalf of an employee.
- (d) Subscriptions to MISA and NUMSA, in terms of Clause 14 of this Agreement, or to such other registered trade union as may be approved by a Regional Council or the Council.
- (e) Any amount an employer deducts to pay a financial institution approved by the Council in respect of a housing loan for which any of the Pension or Provident Funds administered by the Council provide collateral security.

(2) An employer who has made a deduction in terms of this sub-clause shall pay the amount deducted to the Secretary of the Regional Council concerned by not later than the 10th day of the month following that during which the deduction was made, or in the case of sub-clause 1(e) to the appropriate person or authority in terms of any law, ordinance or legal process or to the approved financial institution referred to in that sub-clause: Provided that the maximum deduction may not exceed 30% of an employee's weekly/monthly earnings including deductions for the payment of housing loans, and provided further that statutory deductions will not form part of this limitation.

(3) Subject to the provisions of Clause 23 of this Agreement, should any amount due in terms of this Clause not be received by the Council by the 16th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in terms of Clause 23 of this Agreement, from such 16th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of

such interest or part thereof.

### **CLAUSE 8 - ADMINISTRATION & ENFORCEMENT OF AGREEMENT**

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

### **CLAUSE 9 - AGENTS**

- (1) The Council or any Regional Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and any other collective agreement of the Council, and it shall be the duty of every employer and every employee to permit such persons to enter such establishment, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, question such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement and any other collective agreement of the Council are being observed.
- (2) The Council may also request the Minister of Employment and Labour to appoint the designated agents referred to in Section 33 of the Act whose functions shall include the promotion, monitoring and enforcement of any collective bargaining agreement of the Council.

### **CLAUSE 10 - REGISTRATION OF EMPLOYERS AND EMPLOYEES**

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

business which he is operating at that date; or

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

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

(a) the ownership; and/or

(b) the name; and/or

(c) the address; and/or

(d) the partners, directors, members or managers of the business.

(3) Every employer shall register employees in respect of each establishment at which he carries out business with the Regional Council. Registration of employees –

(a) is done in accordance with Clause 13 of this Agreement as a statement in the form of **Annexure B**; and

(b) is applicable to all employees in the scope of the Motor Industry, notwithstanding sub-clause 1(3), as a statement in the form of **Annexure B**.

**Note:** Is applicable to all employees.

(4) In instances where a non-party employer fails and/or refuses to register as an employer establishment or to register the employees at such an establishment, an arbitrator may impose a fine for such failure or refusal to register.

## **CLAUSE 11 - EXHIBITION OF AGREEMENT AND POSTING OF NOTICES**

Every employer upon whom this Agreement is binding must –

(1) Keep a copy of the Collective Agreements available in the workplace at all times;

(2) Make a copy of all Collective Agreements available for employees to access and read at any time –

(a) free of charge; and

(b) On request by an employee

(3) Affix and keep affixed in some conspicuous and readily accessible place upon his premises the undermentioned documents, which must be printed in legible characters in

English:

- (a) a notice in the form specified by the Council, specifying the day of the week or month, as the case may be, and the time and place at which wages will ordinarily be paid each week or month, as the case may be;
- (b) a notice containing the official address of the Provincial Director, of the Department of Labour and of the secretary of the Regional Council within whose area of jurisdiction the employer is carrying on his business;
- (c) a notice containing the starting and finishing times of each shift, in the case of filling and/or service stations where forecourt attendants are employed on a shift system.

## **CLAUSE 12 - RECORDS TO BE KEPT BY EMPLOYERS**

**(1) Hours and wages record:**

- (a) Every employer shall, in respect of and at each place where he conducts business, keep available for inspection at all times records containing at least the following information:
  - (i) The employee's name and occupation, identity number / passport or permit number;
  - (ii) The time worked by each employee;
  - (iii) The remuneration paid to each employee;
  - (iv) The date of birth of any employee under 18 years of age; and
  - (v) Any other prescribed information.
- (b) Every employer shall keep the record referred to in paragraph (a) of this sub-clause for a period of three years from the date of the last entry in the record.

**(2) Attendance record:**

- (a) Every employer shall have available an attendance register in the form of BCEA 3 to the regulations promulgated in terms of the Basic Conditions of Employment Act, 1997, in which any employee who wishes to do so may, and every employee whose employer requires him to do so, shall record his correct times of arrival at and departure from work.

## CLAUSE 13 - RETURNS TO THE COUNCIL

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

- (1) Every employer shall on each pay-day deduct from the earnings of each of his employees, other than apprentices, the levies specified in sub-clause (5) of this Clause.
- (2) Every employer shall contribute and add to the levies deducted in terms of sub-clause (1) levies of an equal amount.
- (3) The total amount of levies deducted from the earnings of employees and contributed by employers in terms of sub-clauses (1) and (2) of this Clause, respectively, shall be paid each month to the Council and shall be accompanied by a written or electronic statement containing the following details:
  - (a) The total number of employees employed and the total amount of levies remitted in respect of such employees; and
  - (b) In respect of all other employees, including apprentices -
    - (i) the family name, initials, sex, date of birth, occupation and identity number (in the case of an employee who is not a South African citizen a passport number and a work permit number);
    - (ii) the amount of the levy remitted in respect of each employee;
    - (iii) the date on which service began or the date on which service ended, in the case of employees whose employment began or ended since the details were last submitted.
- [Note: Artisans shall be given numbered identity cards by the Council, and the trade union numbers must be inserted on monthly returns in terms of Clause 14(1)(a) of this Agreement.]
- (4) Every employer shall pay the total amount of the levies payable and render the statement of details required each month in terms of sub-clause (3) of this Clause to the secretary of the Regional Council concerned by not later than the 10th day of the month immediately following the month to which the levies and details relate.
  - (a) The present postal and email addresses of the Secretaries of the various Regional Councils are as follows:

Region EC:	PO Box 7270, Gqeberha, 6055;
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[Mibco.EC@mibco.org.za](mailto:Mibco.EC@mibco.org.za)

Region KZN: PO Box 10230, Ashwood, 3605;

[Mibco.KZN@mibco.org.za](mailto:Mibco.KZN@mibco.org.za)

Region FS & NC: PO Box 910, Bloemfontein, 9300;

[Mibco.FSNC@mibco.org.za](mailto:Mibco.FSNC@mibco.org.za)

Region Highveld: PO Box 2578, Randburg, 2125;

[highveldregion@mibco.org.za](mailto:highveldregion@mibco.org.za)

Region Northern: PO Box 13970, Hatfield 0028;

[Mibco.NR@mibco.org.za](mailto:Mibco.NR@mibco.org.za)

Region WP: PO Box 17, Bellville, 7535.

[Mibco.WP@mibco.org.za](mailto:Mibco.WP@mibco.org.za)

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

(5) The contributions in terms of sub-clause (1), shall be the sum of R3.71 (three Rand seventy-one cents) per week applicable to Employers and Employees.

Provided that -

(a) where an employee receives wages for less than 23 hours, or has worked for less than 23 hours in a particular week, no contributions shall be payable by or in respect of him for that week; and

(b) before an employee proceeds on annual leave, contributions due in respect of the period during which he is to be on leave shall be deducted.

(6) Subject to the provisions of Clause 23 of this Agreement, should any amount due in terms of this Clause not be received by the Council by the last day of the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in Clause 23 of this Agreement from the first day the amount was due until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

(7) The Council shall allocate all payments received from employers, including amounts

which are not paid on due date or amounts which are due in terms of a DRC award, for the relevant period for which such payment is applicable.

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

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

(1) (a) Every employer shall deduct from the wages of each of his employees concerned who are members of any of the Trade Unions that are Party to the Council, the amount of the subscription payable by such employees to the trade unions and shall pay to the Council's Shared Services Centre (SSC) having jurisdiction in the area concerned, the amount thus deducted and render a written statement containing the following details in respect of each employee from whose wages subscriptions have been deducted:

- (i) The family name and initials, identity number/passport or permit number;
- (ii) the trade union name;
- (iii) the amount deducted; and
- (iv) the period in respect of which subscriptions were deducted.

(b) Every employer shall pay the subscriptions deducted and render the statement required in terms of paragraph (a) to the SSC by not later than the 10th day of the month immediately following the month to which the subscriptions relate.

[Note: Forms prepared specifically for the inclusion of the details required by this sub-clause are obtainable on application from the secretary of the Regional Council concerned.]

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

(3) Subscriptions received by the Council in accordance with the provisions of sub-clauses (1) and (2) of this Clause on behalf of the employers' organisations and the trade unions shall be paid to the organisation or the trade union in question by not later than the 10th

day of the month following that during which the subscriptions were received.

(4) Should any amount due in terms of this Clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in Clause 23 of this Agreement from such 15th day until the day upon which payment is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

### **CLAUSE 15 - MEDICAL INSURANCE**

(1) Medical insurance is only applicable to Sector 5 employer establishments and their employees.

(2) A medical insurance allowance is payable by employers to employees as follows –  
(a) R85.00 per month from the date of implementation as determined by the Minister of Employment and Labour to 31 August 2026;  
(b) R90.00 per month from 01 September 2026 to 31 August 2027; and  
(c) R95.00 per month from 01 September 2027 to 31 August 2028.

(3) The medical insurance allowance shall be included in the employee's wage and reflect on the employee's payslip as an allowance.

(4) The provision of a Medical Insurance benefit is to be introduced in a manner that ensures that all employees have some form of compulsory Medical Insurance to which they are associated.

(5) An employee may exercise his or her right to opt out of the Medical Insurance benefit scheme and shall exercise his or her option to be excluded from this benefit scheme in the prescribed written manner, within 60 days of the date of the commencement of the scheme, or within 60 days of his date of becoming employed, whichever date occurs later:  
(a) If the election to opt out of the scheme is not made timeously, the employee shall be included in the scheme and shall not be able to opt out later, provided an exemption is granted in terms of the Main Collective Agreement of the Council.

(b) Exemptions shall be considered and may be granted in instances of affordability of an employee or where an employee is a beneficiary of an alternative healthcare scheme or medical insurance.

### **CLAUSE 16 - EMPLOYEES' REPRESENTATIVES ON THE COUNCIL**

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

### **CLAUSE 17 - PROHIBITION OF CESSION OF BENEFITS**

No benefit arising out of an employee's contract of service, whether due by his employer or the Council, shall be capable of being ceded, and any such cession by an employee is prohibited. No purported cession of such benefits shall be binding on or be recognised by the Council or his employer unless such cession is in respect of moneys advanced by the Contingency Reserve provided for by Clause 19 of this Agreement.

### **CLAUSE 18 - PRESUMPTIONS**

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

- (1) Any period during which, in accordance with the requirements of his employer, he is present at or in any establishment;
- (2) Any period during which he is in charge of any vehicle used in the industry, whether or not it is being driven;
- (3) The whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or
- (4) The whole of any interval in his work if the duration of such interval is not shown in the records required to be kept in terms of Clause 12 of this Agreement:

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

**CLAUSE 19 - CONTINGENCY RESERVE**

(6) Leave pay, holiday bonus and additional holiday pay in the possession of the Council from employees who are members of the respective party trade unions and unclaimed by the beneficiaries after the expiration of three years from the date of receipt shall be paid –

- (a) to Contingency Reserve A, where the beneficiary is a member of MISA;
- (b) to Contingency Reserve C, where the beneficiary is member of NUMSA; and
- (c) to Contingency Reserve, where the beneficiary is an employee who is a non-party to this agreement.

(7) Contingency Reserves A and C (hereinafter referred to as the 'Reserves') shall be utilised for the benefit of employees who are members of the respective trade unions provided that -

- (a) any such leave pay or additional holiday pay or part thereof as the Council may regard as being in excess of what is required to finance the Reserves shall be forfeited to the Council;
- (b) any leave pay or additional holiday pay that has been forfeited to the Council or paid to the Reserves in terms of this sub-clause, and that is subsequently claimed by the beneficiary, may be paid out at the discretion of the Council;
- (c) subject to proviso (ii), any money forfeited to the Council shall, in the case of a beneficiary who was a member of MISA or NUMSA, be credited separately in the books of account of the Council in an account to be styled the "A" or "C" Contingency Account respectively.

(8) The Reserves shall be administered by the Council in accordance with principles formulated by the Council and a copy of the memorandum containing such principles and particulars of any amendments shall be lodged with the Director-General of Labour.

(9) In the event of the dissolution of the Council, any moneys standing to the credit of the Reserves shall at the time of such dissolution be deemed to constitute part of the Council's cash assets and shall be dealt with accordingly: Provided that in the case of Contingency Reserve A such moneys shall be paid into any Benefit Fund established on behalf of MISA in terms of Clause 4 of its Constitution and approved by the Registrar of Labour Relations.

- (10) Subject to the provisions of sub-clause (4) of this Clause, in the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Reserves shall continue to be administered in terms of sub-clause (3): Provided that if another agreement for the industry is not negotiated within a period of two years after such expiration or cessation, any moneys standing to the credit of the Reserves shall be forfeited to the Council.
- (11) The cost of administering the Reserves referred to in this Clause and the special Leave Pay Account referred to elsewhere in this Agreement shall be borne by the Council, which may at their discretion invest any of the funds on hand with an approved bank and/or building society, and any interest accruing from such investment shall be retained by the Council to defray costs of administration of the Reserves and of the said Special Leave Pay Account.

### **CLAUSE 20 - REMITTANCE**

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

### **CLAUSE 21 - REVISION OF WAGES**

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

### **CLAUSE 22 - LEGAL COSTS**

- (1) For purposes of this Clause "money" means any amount of money and includes money that an employer has to deduct or has deducted from moneys due to an employee by virtue of any obligation, but not paid over to the Council.
- (2) When the Council instructs an attorney to collect money from an employer, the employer shall be liable to the Council for all the legal costs incurred by the Council in the recovery

of the amount due including costs on the attorney and own client scale irrespective of whether the Council instituted civil proceedings or arbitration proceedings or whether those proceedings have commenced or not.

(3) When the Council instructs a natural or legal person other than an attorney to collect money, then the employer shall be liable for the costs and fees determined by the Council to be the costs and fees payable by the Council to such person in the recovery of the amount due by the employer.

### **CLAUSE 23 - INTEREST CLAUSE**

(1) Whenever any amount payable to the Council in terms of this Agreement is not paid on the due date, other than amounts due in terms of the Pension Funds Act No. 24 of 1956 as amended from time to time ("PFA"), interest shall be payable monthly on such amount or on any such lesser amount as may remain unpaid, calculated from the due date at the interest rate of 1,5 per cent.

(2) With regards to any amount payable in terms of the PFA, interest, including any late payment interest shall be calculated and paid in terms of the PFA and its Regulations.

(3) Compound interest on late payments or unpaid amounts and values shall be calculated for the period from the first day of the month following the expiration of the period in respect of which the relevant amounts or values are payable or transferable until the date of receipt by the fund at the rate prescribed...

### **CLAUSE 24- RESOLUTION OF DISPUTES**

(1) For the purpose of this Agreement, "dispute" means any dispute about the application, interpretation or enforcement of this Agreement, or any other collective agreements entered into by the parties to the Council.

(2) Any such dispute shall be referred to the Council on the form specified by the Council. This provision shall not apply when the Council makes use of the procedure set out in sub-clause (4).

(3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, such dispute shall be referred to arbitration to the MIBCO-Dispute Resolution Centre in terms of Section 52 of the Act. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing in terms of Section

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

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

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

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

Date: .....

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

Dear Sir

**REGISTRATION AS EMPLOYER IN THE MOTOR INDUSTRY**

In accordance with sub-clause 10(1) I hereby furnish the following particulars in connection with this business:

1. Name under which business is carried on .....  
.....
2. Address at which business is carried on .....
3. Telephone No. ....  
Fax No. ....  
E-Mail Addresses: .....  
Cell Phone No. .....
4. Address of head office (where applicable) .....
5. Nature of business .....

6. Date on which trading commenced .....

7. Names and addresses of:

Proprietor .....

or Partners .....

or Directors .....

or Members .....

Manager and/or Secretary .....

(Where any of these persons are actively engaged in the business, the nature of their duties must be shown in parentheses alongside their respective names)

8. Particulars of employees:

Number of artisans .....

Number of apprentices .....

Number of clerical and sales persons .....

Number of general workers .....

Number of employees .....

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




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

<b>Motor Industry Bargaining Council</b>		Tel _____ Fax _____
E-mail address _____ Website address _____		
<input type="checkbox"/> New Registration <input type="checkbox"/> Change of Ownership <input type="checkbox"/> Change of Address <input type="checkbox"/> Change of Trading Name <input type="checkbox"/> Verify / Update <input type="checkbox"/> MIBCO Employer Number _____		
Name under which business is conducted _____		
Previous trading name if applicable _____		
Name and Registration of CC, Company and / or Trust		
Name _____		
(Please attach copies of the registration documents) _____ Registration No. _____		
Address	Street Address (Site) _____	Postal Address (Branch) _____
	Suburb Name _____ Town Name _____ Postal Code _____ Telephone No. _____ Fax No. _____ Cell No. _____	Head Office . Address _____
Site Email _____	H/O Email _____	
Return Email _____	Magisterial _____	
Preferred mode of Communication (e-mail/fax/post; indicate fax no, e-mail etc.) _____		
Nature of Business Activity Code _____ Chapter _____	Date Trading Commenced _____ Date of Change _____ Sector _____	
<b>Details of Proprietor, Partners, Directors, Members of CC or Trustees (Delete whichever is not applicable)</b> Complete details of Proprietor, Partners, Directors, Members of CC or Trustees on Page 2, Copy Page 2 for more. * Please provide certified copies of ID documents for all. We, the employer, hereby declare that we are in full compliance with the SARS prescriptions pertaining to deductions for employee tax. Tick to confirm <input type="checkbox"/>		
<b>Contact Person: Wage Clerk / Bookkeeper / Manager (Delete whichever is not applicable)</b> <input type="checkbox"/>		
<b>Particulars of employees</b> No. of Artisans _____ No. of General Workers _____ No. of Apprentices _____ No. of Clerical & Sales Employees _____ No. of RSA's / BSA's _____ No. of Other Employees _____ Employer Organisation Member _____ RMA No. _____ FRA No. _____		
Signature of Employer / Authorised Representative _____		Date _____
<i>With this signature, I declare that I am authorised to confirm that the contents of this document are both true and correct</i>		

PTO

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

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

\* Please provide certified copies of ID documents

To be completed by the Owner (e.g. owner, director, partner or governing board member)		Status of employer (e.g. owner, director, partner)		
Title	Full Name	Surname		
SOUTH AFRICAN CITIZENS:		Identity Number		
FOREIGN NATIONALS:		Nationality	Passport Number	Date of Birth
Email Address		Mobile Number	Alternative Number	
Chosen Domicilium citandi et executandi		Postal Address		
Signature		Date		
To be completed by the Owner (e.g. owner, director, partner or governing board member)		Status of employer (e.g. owner, director, partner)		
Title	Full Name	Surname		
SOUTH AFRICAN CITIZENS:		Identity Number		
FOREIGN NATIONALS:		Nationality	Passport Number	Date of Birth
Email Address		Mobile Number	Alternative Number	
Chosen Domicilium citandi et executandi		Postal Address		
Signature		Date		
To be completed by the Owner (e.g. owner, director, partner or governing board member)		Status of employer (e.g. owner, director, partner)		
Title	Full Name	Surname		
SOUTH AFRICAN CITIZENS:		Identity Number		
FOREIGN NATIONALS:		Nationality	Passport Number	Date of Birth
Email Address		Mobile Number	Alternative Number	
Chosen Domicilium citandi et executandi		Postal Address		
Signature		Date		

PTO

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

**NOTE:** In terms of Clause 10: REGISTRATION OF EMPLOYERS of the Administrative Agreement, it is the responsibility of the Employer to notify the relevant MIBCO Regional Council, within one month, of any change in terms of ownership, name, partner / director / member or manager composition, postal and / or physical address including trading status of the registered establishment.

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

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

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

Signature of Employer /  
Authorised Representative

Date

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

**EMPLOYER ACTIVITY CODES**

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

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## ANNEXURE B

[Specified in sub-clause 8(1) of this Agreement]



## ANNEXURE B

Registration as an employee in the Motor Industry

In accordance with SI 34 of the Pension Fund Act No. 24 of 1956

Motor Industry Bargaining Council		Tel												
		Fax												
E-mail address														
Website address														
<b>Personal Information</b>														
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Full Names <input type="text"/>														
Initials <input type="text"/> Birth Date <input type="text"/> Marital Status <input type="text"/>														
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Postal Code	<input type="text"/>	Alternative No.	<input type="text"/>
Employee Signature	<input type="text"/>		
With this signature, I declare that I am authorised to confirm that the contents of this document are both true and correct			
The Pension Fund Act no. 24 of 1956 Section 13A, Regulation 33, requires us to process your personal information. We consider the grounds listed below to be relevant:			
1	That by signing these registration forms, you give consent to us to use your personal information in a certain way		
2	Where necessary so that we can comply with the Legal Obligation to which we are subject (for example where we are obliged to share your personal information with the regulatory bodies which govern our work and services including the Funds i.e. Motor Industry Retirement Funds MIRF, that we are contracted to, which extend to MIFA as an administrator governing the investment of provident Fund monies that we collect monthly on behalf of MIRF), the FSCA, LABOUR DEPARTMENT		
3	Where necessary for the performance of a contract to which we are a party, or to take steps at your request via enforcement processes. Or to take steps where there is a non-compliance		
4	Where it is your or someone else's vital interest (in case of emergency and your Family member as authorised in writing, needs to act on your behalf)		
<i>This is to allow us to comply with POPI act 4. Of 2013, in terms of handling of personal information. We therefore consider your privacy very important and as such please visit our website at <a href="http://www.mibco.org.za">www.mibco.org.za</a> for further details, where you can view our Privacy Policy on how we protect and process your data.</i>			



SIGNED AT RANDBURG ON BEHALF OF THE PARTIES THIS 29<sup>TH</sup> DAY OF OCTOBER 2025.



..... L. BOUCHIER  
PRESIDENT OF THE COUNCIL

.....  M. KEYTER  
VICE-PRESIDENT OF THE COUNCIL

.....  P. MASEMOLA  
GENERAL SECRETARY

## DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 6925

12 December 2025

## LABOUR RELATIONS ACT, 1995

## INVITATION TO MAKE REPRESENTATIONS

**NOTICE IN TERMS OF SECTION 32(2) READ WITH SECTION 32(5)(c) OF THE LABOUR RELATIONS ACT, 1995: NATIONAL BARGAINING COUNCIL FOR THE CHEMICAL INDUSTRY: EXTENSION TO NON-PARTIES OF THE FAST-MOVING CONSUMER GOODS SECTOR COLLECTIVE AGREEMENT**

1. I, **MS NOMAKHOSAZANA METH**, Minister of Employment and Labour, do hereby in terms of section 32(2) read with section 32(5)(c) of the Labour Relations Act, 1995, publish a notice inviting representations from the public in response to the application by the National Bargaining Council for the Chemical Industry's extension to non-parties of its Fast-Moving Consumer Goods Sector Collective Agreement which was submitted to the Department of Employment and Labour on **23 October 2025**.
2. Representations must reach the Department of Employment and Labour not later than 21 days from the date of publication of this Notice.
3. A copy of this application may be inspected or obtained c/o the Department of Employment and Labour, Laboria House, 215 Francis Baard Street, **PRETORIA**.
4. Representations and/or enquiries regarding copies of the application should be submitted to the following addresses:

**Post or Fax:**

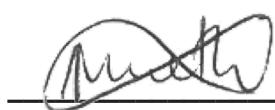
Department of Employment and Labour  
Directorate: Collective Bargaining  
Attention: Ms. SK Mahlangu / Mr. L Dithuge  
Postal Address: Private Bag x117  
**PRETORIA, 0001**

**Hand Deliveries:**

Department of Employment  
and Labour  
Laboria House  
Room 123/121  
215 Francis Baard Street  
**PRETORIA**

E-mail: [Sellinah.Mahlangu@labour.gov.za](mailto:Sellinah.Mahlangu@labour.gov.za)

Lerato.Dithuge@labour.gov.za



MS N METH, MP  
MINISTER OF EMPLOYMENT AND LABOUR  
DATE: 02/12/2025

## DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 6926

12 December 2025

## LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE CHEMICAL INDUSTRY:  
EXTENSION TO NON-PARTIES OF THE GLASS SECTOR COLLECTIVE AGREEMENT**

I, NOMAKHOSAZANA METH, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Chemical Industry**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication of this notice and for a period ending 30 June 2027.



**MS N METH, MP**

**MINISTER OF EMPLOYMENT AND LABOUR**

**DATE: 02/12/2025**

## UMNYANGO WEZEMISEBENZI NEZABASEBENZI

R. ....

USUKU: .....

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI BE NATIONAL

BARGAINING COUNCIL FOR THE CHEMICAL INDUSTRY

UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI BEZOMKHAKHA WE  
WEZINGILAZI SELULELWA KULABO ABANGEYONA INGXENYE YASO

Mina, **NOMAKHOSAZANA METH**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa kwi **National Bargaining Council for the Chemical Industry**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni kusukela ngoMsombuluko wesibili emva kokushicilelw ka walesiSaziso futhi kuze kube isikhathi esiphele mhlaka 30 kuNhlangulana 2027.



---

NKOSIKAZI N METH, MP

UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 02/12/2025

**NATIONAL BARGAINING COUNCIL FOR THE  
CHEMICAL INDUSTRY  
GLASS SECTOR SUBSTANTIVE AGREEMENT**

**SUBSTANTIVE AGREEMENT FOR 2025-2027**

between

**THE GLASS INDUSTRY EMPLOYERS ASSOCIATION (GIEA)**

and

**CHEMICAL, ENERGY, PAPER, PRINTING, WOOD AND ALLIED  
WORKERS' UNION  
(CEPPWAWU)**

**GENERAL INDUSTRIES WORKERS UNION OF SOUTH AFRICA  
(GIWUSA)**

**NATIONAL UNION OF METALWORKERS OF SOUTH AFRICA  
(NUMSA)**

**SOLIDARITY**

*(hereinafter referred to as the "Unions")*

The parties record that they have agreed to the following changes to  
Conditions of Employment for their employee/members who fall  
within the scope of the Agreement.

Substantive Agreement 2025/2027

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*PB*  
*G.S.T.*  
*C.J.*  
*W*

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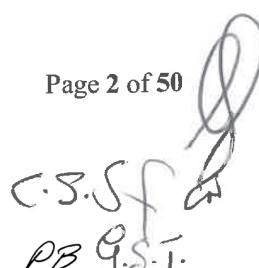
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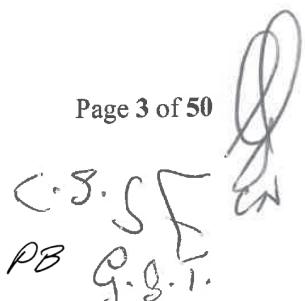


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PB G.S.T.

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## CHAPTER 1

### 1. SCOPE OF AGREEMENT

1.1. This agreement is applicable to all employees in the bargaining unit as defined in the existing company recognition agreements. The extension of the scope is a company/plant level issue.

1.2. The manufacture, melting, decoration, distribution, conversion and storage processes of glass products in the following markets:-

- a) Packaging and container ware.
- b) Blown glass, whether this is performed mechanically or manually including glass bending.
- c) Building glass for building, architectural, toughening, and silvering use, including application.
- d) Automotive glass for original equipment and replacement, including application.
- e) Fibreglass, mineral wools, slagwool and rockwool.
- f) Insulator glass and fibreglass and continuous filament products.
- g) Glass tableware.
- h) Glass for pharmaceutical purposes.
- i) Cutting and colouring activities.
- j) Covering, including any articles consisting wholly or mainly of glass.
- k) Safety glass and laminated glass.
- l) Talc, kaolin, bentonite, and limestone,

And includes all operations incidental to those activities, but excludes the activities of the 'glazing', 'shop, office and bank fitting' and 'painting' trades of the building industry.

1.3 The extraction, processing and distribution of industrial minerals and other non-metallic mineral products that are specifically employed in the manufacture of glass and/or glass products, or are by-products of the extraction and processing of silicate, glass sand or any other non-metallic mineral product primarily for use in the manufacture of glass, and all operations incidental to these activities.

Page 4 of 50

Substantive Agreement 2025/2027

*SG G.S.1.  
PB C.J. C.W.*

**2. EFFECTIVE COMMENCEMENT DATE AND DURATION:**

The parties have concluded an Agreement for a period of two years. The period of duration of this agreement shall be effective from 1 July 2025 for the parties to the collective agreement and on a date as determined by the Minister of Employment and Labour for the non-parties to the collective agreement and shall remain in force until 30 June 2027.

**3. DEFINITIONS**

Any reference in this Agreement to the Republic of South Africa shall be deemed to be those areas and/or Provinces as they existed immediately after the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act no. 200 of 1993). Any expressions used in this Agreement which are defined in the Labour Relations Act, as amended, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act: further unless inconsistent with the context – ‘Act’ means the Labour Relations Act (as Amended). The definitions as listed in Section 213 of the Act must be read as incorporated herein.

‘Council’ means the National Bargaining Council for the Chemical Industry.

‘employee’ means an employee whose minimum wage of pay or activity is scheduled in this Agreement or an employee under exemption from this Agreement or under conditions determined by the Council.

‘employer’ means any person who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person in any manner to assist him in the carrying on or conducting of his business.

‘law’ includes Common law.

‘glass industry’ as defined in the certificate of registration of the NBCCI

‘substantive agreement’ means this agreement

‘Basic Conditions of Employment Act’ means the Basic Conditions of Employment Act 75 of 1997

‘Labour Relations Act’ means the Labour Relations Act 66 of 1995.

‘Minister’ means the Minister of Employment and Labour

Substantive Agreement 2025/2027

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PB SF CW  
C-3

## CHAPTER 2

### 4. WAGES:

#### 4.1 General Increase on Basic Wages

Except for employers who comply with the Council's Exemption Procedure, GIEA Member employers agree to grant in year one an across-the-board increase of 5.5% (which represents average CPI calculated from May 2024 to April 2025 i.e. 3.6% with an improvement factor of 1.9%) on current June 2025 actual basic wages, effective retrospectively from 1 July 2025.

For year two of the Agreement, the Parties agree to an across-the-board increase of 5.5% on the June 2026 to December 2026 actual basic wage and a further 0.5% calculated on the December 2026 basic wage, and effective 01 January 2027 to 30 June 2027.

These increase on wages will apply to non-parties to the collective agreement on a date as determined by the Minister of Employment and Labour.

#### 4.2 Minimum Monthly Basic Wage

- a) Minimum Wages for 2025/2026 will be R8 789.91.
- b) Monthly minimum wage to be increased by 5.5% to R9 273.36 effective 01 July 2026 to 31 December 2026.
- c) Monthly minimum wage to be increased by 0.5% to R9 319.73 effective 01 January 2027 to 30 June 2027.

### 5. HOURS OF WORK:

#### 5.1 NORMAL WORK WEEK:

The Glass Sector shall operate a standard work week of 42 normal working hours. In the event of any reduction in working hours being required in order to comply with this Clause, those employers currently working in excess of 42 ordinary hours per week shall comply with the provisions of this clause. Should a reduction in the hours of work be necessary in order to comply with the provisions of this clause such a reduction shall be without loss of

Substantive Agreement 2025/2027

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*ESL  
C.J.S  
PB  
f.w*

pay or benefits to the employee, or a reduction in the employee's conditions of employment.

#### **5.2 CONTINUOUS PROCESS/SHIFT WORKERS:**

The parties agreed that the existing arrangements for working hours in respect of continuous process workers and shift workers will remain unchanged.

#### **6. ANNUAL BONUS:**

The parties agreed in principle to an annual bonus equal to 4.33 weeks' pay applying to all companies, with the exception of the companies which applied for exemption in terms of the Bargaining Council's Exemption Procedure. Employees shall be paid pro rata bonus in the event of them being retrenched.

#### **7. MINIMUM SHIFT ALLOWANCE:**

The minimum non-pensionable shift allowance for 2 shift and 3 shift employees (excluding continuous process shift workers) will be 10% on afternoon shift and 12% on night shift. This allowance will be calculated on the employee's basic rate of pay, excluding any premiums or service allowances.

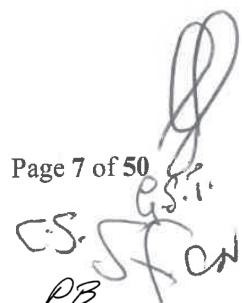
### **CHAPTER 3**

#### **8. ANNUAL LEAVE:**

An employee shall be entitled to 15 working days paid annual leave. An additional three (3) working days service leave per annum shall be granted upon completion of five (5) years continuous service and a further two (2) working days service leave per annum on the completion of 10 years continuous service.

Substantive Agreement 2025/2027

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Handwritten signatures and initials, including 'ES', 'J. S. C. N.', 'PB', and 'G. S. I.'

**9. MATERNITY/STILLBIRTH/MISCARRIAGE LEAVE:****9.1 RIGHT TO MATERNITY LEAVE:**

Female employees who fall pregnant shall be entitled to maternity leave subject to the terms and conditions set out in Section 25(2) – (6) inclusive, of the Basic Conditions of Employment Act, 1997 (BCEA). Employers shall assist such employees with their application to the Department of Labour for the payment of maternity benefits payable from the Unemployment Insurance Fund and in terms of S.25 of the BCEA.

**9.2 CONTINUOUS SERVICE:**

The period of maternity leave taken shall qualify as continuous service, but not for the purposes of accruing paid annual leave and annual bonus.

**9.3 NOTICE OF MATERNITY LEAVE/RESUMPTION OF DUTY:**

Where possible, the employee shall give the employer at least four weeks' notice of the commencement of her maternity leave and her intended date of resumption of duty.

**9.4 RESUMPTION OF DUTY:**

The employer shall reinstate the employee in her previous position or should this not be practicable in the circumstances, in a similar position on conditions of employment no less favourable to the employee than those which applied to her immediately prior to the commencement of the maternity leave.

**9.5 EXCEPTIONS:**

In the event of a stillbirth or miscarriage occurring during the last trimester of pregnancy, six (6) weeks leave will be granted with effect from the date of stillbirth/miscarriage.

**9.6 TERMS OF REMUNERATION:**

In the event of a female employee becoming pregnant after having completed a minimum of one year's continuous service with the employer, she shall be entitled, subject to the conditions set out in 8.2 – 8.4 above, to maternity leave of up to four (4) months, paid at the rate of 85% of normal basic wage, or up to six (6) months paid at the rate of 55% of

Substantive Agreement 2025/2027

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*CS-1  
CS-2  
PB SF CR*

her normal basic wage. Each of the parties shall bear their normal contributions to fringe benefit funds for the full period of paid maternity leave.

#### **9.7 PREADING OF PAYMENTS:**

Any Employer which currently grants maternity leave on pay in excess of 35% for a period of less than six (6) months will spread its current payments evenly over the full period of maternity leave taken.

### **10. PATERNITY AND CHILDCARE LEAVE:**

#### **10.1 Paternity Leave:**

Subject to furnishing the necessary proof, employees will be entitled to ten (10) days per annum, of which four (4) will be paid and the balance six (6) days unpaid, for which the employee must apply for UIF.

#### **10.2 Childcare Leave:**

10.2.1 Subject to furnishing proof, employees will be entitled to four (4) days paid per annum, of which one (1) will be unpaid.

10.2.2 Both paternity and childcare leaves shall be deemed to incorporate the Family Responsibility Leave contained in the Basic Conditions of Employment Act, 1997, as amended.

10.2.3 Time off for registering children on admission to school may be discussed at the company level.

### **11. COMPASSIONATE LEAVE:**

Employees will be entitled to four (4) days paid leave per occasion of death of immediate family, namely spouse, parents, children, brother or sister and legally adopted children. A death certificate will be required. The employee will be entitled to a further one (1) day's unpaid leave.

In addition to the above, this type of leave will be extended to the Employee's parents-in-law, subject to the following:

11.1 The deceased being the biological or adoptive parent of a spouse;

Substantive Agreement 2025/2027

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*CS. 1  
CS. 2  
PB*

11.2 Submission of acceptable documentary proof to support the above, including the prior submission of copies of identity documents of the parents-in-law, which would be kept in the Employee's personal file.

11.3 This would be a once-off benefit.

#### **12. SICK LEAVE:**

The provision of the BCEA shall apply in respect of sick leave. In addition, employees shall be entitled to accumulate the untaken balance of sick leave in a cycle, for use during prolonged illness. Such accumulated sick leave shall not exceed twenty (20) days.

#### **13. DISASTER LEAVE:**

Disaster leave is agreed on the sole premise that the affected area must have been declared a disaster area by either the local, provincial, or national government.

An employee shall be entitled to take up to four (4) days paid leave in the event of his/her immediate family having been directly affected by an incident which falls within the definition of Disaster Leave set out below.

Disaster Leave applies to a calamitous event which results from natural events, fires, and storms, causing fatalities, major damage, destruction and devastation to individuals and property.

For purposes of this clause, the employee's family shall mean the employee, the employee's spouse (which includes common-law wife) and his/her children, as defined in the Basic Conditions of Employment Act.

Where such disaster results in a fatality, the provisions of the compassionate Leave Clause above shall take precedence over Disaster Leave. The provisions of this leave shall not apply to an employee concurrently with the provisions of Compassionate Leave.

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*C.S. SfCw  
PB*

At the request of the Employee, additional days' unpaid Disaster Leave shall not be unreasonably refused. Where practicable, the employer may visit the area of the disaster to verify the extent of the damage and its effect upon the Employee.

#### **14. STUDY/EXAMINATION LEAVE:**

An employee will be entitled to one (1) day's paid examination leave per subject and one (1) day's paid study leave per subject, up to a maximum of 10 days per annum (i.e. maximum of 5 subjects).

#### **15. SPECIAL LEAVE FOR SHOP STEWARDS:**

In addition to the leave for Shop Stewards specified in the company recognition agreement, the following arrangements shall apply:-

- All shop stewards' leave may be pulled, and
- Shop Stewards who are Union office bearers shall be entitled to a further five days' leave per annum for attending to Union business.

Shop stewards shall be granted reasonable leave for purposes of participating in the following Glass Sector employer/employee structures.

- Sector Wage Negotiations for participating employers at NBCCI.
- Sector Task Teams
- CHIETA Glass Chamber

Any other leave which Shop Stewards may require for Union business falls within the ambit of the company recognition agreement and may change; therefore, it is negotiable at the plant level.

#### **16. TRADITIONAL HEALERS:**

Sick notes issued by Traditional healers will be recognized if issued by a Traditional healer who is registered with a Professional council recognized by an Act of parliament. Further

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*CS. SS. P. G.S. 1.*  
*PB. CR.*

discussion on the validation and acceptability of such sick notes is to take place at the company level.

## CHAPTER 4

### 17. MEDICAL AID

The parties agreed to refer the medical aid item to the National Negotiating Committee of the NBCCI.

### 18. SETTING UP OF AN UNEMPLOYMENT FUND

The parties agreed to refer the medical aid item to the National Negotiating Committee of the NBCCI.

### 19. INSURED BENEFITS:

The parties agree that this is a company-level issue.

### 20. RETRENCHMENT BENEFITS:

The parties agree that this is a company-level issue.

### 21. ACTING ALLOWANCE:

Where an employee acts for more than half a shift in a higher-graded position, an acting allowance will be payable on the following basis:-

21.1.1 When acting in a **position within the Bargaining Unit**, the employee shall be paid the minimum rate for the higher position.

21.1.2 In respect of the Bargaining Unit employee acting in a **position outside the Bargaining Unit**, the company custom and practice shall apply.

### 22. LOANS TO ARTISANS:

Artisans shall be entitled to loans up to R1000.00 per annum at the prevailing rate of interest payable by the employer for the purpose of purchasing replacement tools.

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*C.S. SS G.S.1.  
PB*

## CHAPTER 5

### 23. PLANT LEVEL NEGOTIATIONS:

- The parties have agreed to the principle of monthly payment of wages by electronic means, subject to further negotiations being held at the plant level.
- In addition to the wages agreed in Clause 3 above, productivity negotiations will continue to be held at the plant level.
- Negotiations on a layoff procedure may be held at the company level.
- Parties shall meet to negotiate ways and means for uniform application of minimum conditions of employment as contained in the Glass Sector Agreement.

## CHAPTER 6

### 24. SKILLS TRAINING

Employers are committed to providing job related skills training and education for their employees.

## CHAPTER 7

### 25. LABOUR BROKERS AND JOB SECURITY:

The parties commit themselves to fully comply with the amendments to the Labour Relations Act, 66 of 1995 with specific reference to (s)198.

## CHAPTER 8

### 26. COVID-19

#### 26.1 Vaccination:

Paid time off for scheduled vaccination where dedicated workplace vaccination facilities are not available.

Substantive Agreement 2025/2027

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*an* *PB*

**26.2 Covid-19 Leave:**

Glass Sector is cognisant of the realities employees face due to the pandemic, the requirement for time off to recuperate, isolate or quarantine as legitimate circumstances may dictate during the State of Disaster due to COVID-19

In principle, employers do not wish for employees to suffer loss of income as a result of absences due to COVID-19 realities.

Employers are supportive of employees taking paid sick leave/time off to enable a safe and responsible response to COVID-19-related periods away from the workplace and the well-being of broader communities.

Employers will support employees to access paid sick leave, paid sick leave that may be available from a previous sick leave cycle in line with Clause 11 of the agreement, to avoid loss of income.

Should the current and previous cycle sick leave be exhausted, employers undertake to enable employees with additional support by means of a further discretionary allocation of paid days away from the workplace, which may not exceed 10 days per annum.

Supporting documentation, as per business requirements of best practise and leave administration and records, will be required to access same in circumstances directly related to Covid-19 recuperation, isolation and quarantine requirements.

**CHAPTER 9****27. WORK FROM HOME EXPENSES**

Reimbursement for substantiated additional work-related expenses in line with the relevant Company policies.

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*D. S. L. S. C. S. S. P. B. C. W.*

## CHAPTER 10

### 28. PATH TO ZERO HARM

28.1 Parties commit themselves to an Occupational Health and Safety Program to achieve zero harm that inter alia includes an investigation in the possible link between the achievement of production targets and bonuses and its impact on safety, and employees' unsafe behaviour in the workplace; and the creation of a culture whereby workers can withdraw from an unsafe work area.

28.2 Plant level Labour Representatives to work with and support management, safety committees and safety representatives to identify circumstances and elements in the workplace that will deem it to be considered unsafe for work.

28.3 Trade union representatives may stand for elections to be part of safety committees and that safety be a standard item in the Labour and Management meetings.

28.4 Commitment to the culture of safety and the principle: *If it cannot be safely done, don't do it.*

28.5 GIEA member companies undertake to notify the Health and Safety Department of the relevant Union/s on serious injuries and fatalities in the workplace. The Unions may participate in the ensuing investigations. Statutory and business practices, including timelines, compliance and urgency will prevail.

The unavailability of a Union representative to participate in the investigations should not result in undue delays in the investigations of the incidents and submission of the relevant reports. Timelines on the duty of the employers to investigate incidents and provide a report within stipulated time frames should be adhered to.

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*Q.S. L.*  
*C.S. SF Q.S.*  
*PB C.*

**29. JUST TRANSITION RELATED TO 4IR AND LOW CARBON ECONOMY**

29.1 Having regard to the nature of the glass industry and taking into consideration the following realities in the glass manufacturing process:

- The modern glass making process, where sand is mixed with recycled glass, soda ash and limestone before being heated in a furnace to around 1700°C, has fundamentally remained the same for decades and it is highly unlikely that any new revolutionary technological changes will happen in the foreseeable future. The glass sector, like most industrial businesses, is unlikely to be affected by the 4IR and this phenomenon does not feature in any of the member companies' business risks and mitigation plans.
- The implication of the low carbon economy on the glass sector is mainly in respect of (a) efficient use of energy & reduction in the consumption of electricity; and (b) progressive measures to reduce harmful gasses and fully comply with the applicable Air Quality standards. All the industry initiatives aimed at addressing these issues are not expected to have any material impact on the new skills requirements and size of the workforce.

29.2 Any contemplated structural, technological and economic changes in the workplace that may lead to possible redundancies to continue to be dealt with in terms of S189 of the LRA at plant or company level.

29.3 The existing platforms for Labour / Management engagement be utilised for open sharing of information on the state of the business and any changes that are being contemplated so that any S189 process, should it be necessary, it does not come as a surprise to the affected employees.

29.4 Parties commit themselves to act jointly in lobbying against any industrial policy or regulations that have negative impact on the survival and sustainability of the glass sector.

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29.5 GIEA is and will continue to actively participate in CHIETA structures (Glass Chamber) to advance skills development of the workforce and shape the new curriculum and qualifications that are relevant to the industry.

## CHAPTER 11

### **30. STRIKE AND LOCKOUTS:**

The Strike and Picketing Rules shall continue to apply to the Glass Sector, and the parties agreed on the proposed amendments to the Picketing Rules.

#### **Code of conduct**

In the interest of industrial peace, the parties have agreed to the following Code of Good Conduct which will apply to their respective members during industrial action.

#### **Procedure**

Before the Union/s embark on industrial action, it/they must exhaust all available procedure and process in terms of dispute resolutions.

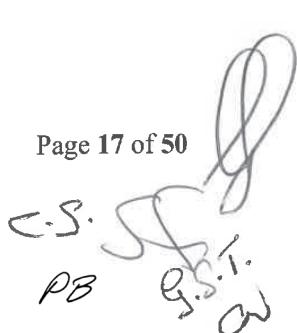
The Management will meet with the shop stewards on strike, to discuss the problems related to the strike action, with the intention of reaching mutual agreement.

The shop stewards of the Union/s will endeavour to ensure that the above Code of Conduct is adhered to all times when there is industrial action.

When Union members embark on strike action, the Union/s shall advise management of names of the shop stewards who will be marshalling the striking workers on site in the prescribed area, as well as the name of the Union officials to be contacted on a 24-hour basis.

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During a period of industrial action, all services personnel (canteen, first and human resources, etc) will be utilized to support the running of the plant and hence only limited service will be available.

Union members working at above stated services who have elected to participate in strike action will be allowed to exercise their democratic right to do so.

Employers will exercise their individual democratic rights of deciding whether to participate in the strike or not.

#### **Strike Rules**

Only those employees in the Bargaining Unit and who have voluntary elected to participate in the protected strike action may do so.

The 'no work, no pay' rule will apply to those employees participating in the strike.

Subject to their compliance with these rules, employees participating in the strike will be entitled to access to a prescribed area during normal office hours for the duration of the strike. The prescribed area will be agreed at each factory/plant.

All employees who are on strike will remain in the prescribed area as designated from time to time.

Should employees who are participating in the industrial action gather in an area other than the designated area, such employees shall, upon notification from the employer, immediately leave the area to which they have moved in a peaceful and orderly manner.

The Union/s undertake, at the request of the employer, to ensure that defaulting persons immediately return to the designation area.

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*CS. SF G.S. C. PB*

Employees who decide to return to work during a strike will do so without interference from striking employees.

Such striking employees shall at all times observe and comply with the Company's normal security regulations.

Striking employees shall at all times conduct themselves in a peaceful and orderly manner and shall not:-

1. Threaten, intimidate or assault any employee in any manner whatsoever.
2. Enter the Company's work area or any area where machinery and equipment is situated, including on the production floor or office areas.
3. Engage in any form of violence, intimidation or damage to Company property or property of personnel or suppliers to the Company.
4. Be in possession of any dangerous weapons such as firearms, pangas or any such offensive weapons, or (in) flammable materials.
5. Engage in unauthorized use of Company equipment, vehicles or materials.
6. Have liquor or drugs in his/her possession whilst on Company premises. The Company reserves the right to remove, in an orderly fashion and without the involvement of the SAPS, any employee participating in the strike who is under the influence of alcohol and/or drugs.
7. Physically prevent members of the public, including customers, other employees and service providers from gaining access to or leaving the employer's premises.

There will be no littering of Company premises and use will be made of refuse facilities which will be provided by employer

## 31. PICKETING

### Principles of Picketing

This Code of Practice is intended to provide the rules and guidance for picketing on or off the employer's premises during a protected strike or in opposition to any lock-out.

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*C.S. S. Es. C. W.*

It must be used by those members who may be contemplating organizing or taking part in a picket as well as by the employer and the general public which may be affected by the picket.

GIEA recognizes the right of persons to assemble, demonstrate, picket and present petitions in terms of Section 69 of the Labour Relations Act, No.66 of 1995. These actions shall be exercised both peacefully and unarmed.

Any picket which is not in support of a protected strike or against lockouts will not be protected by the LRA.

#### **Authorisation**

The picket must be authorised by the registered trade union and authorisation must be in accordance with the Union/s constitution. The Union/s shall notify the GIEA/ the Company, whichever is applicable before commencement of the picket.

#### **Purpose**

The purpose of the picket may be to peacefully:-

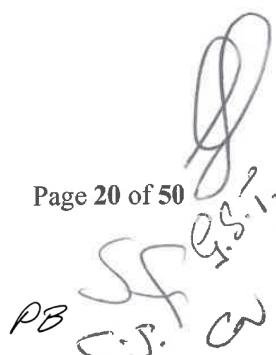
1. Encourage non-striking employees to oppose a lock- out or to support strikers involved in the strike.
2. Dissuade employees from working during the strike.
3. Dissuade replacement labour from working.
4. Oppose any lock-out.

#### **Rules and Conduct of the Picket**

Notification to picket by the Union/s shall be in writing and provided to the employer at least 24 hours in advance of the picket. The notice shall include the name of the convenor to oversee the picket who shall be a member or official of the Union/s who understands the rules of the LRA in terms of strikes, lockouts and pickets.

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Upon reaching agreement with the employer, whose permission shall not be unreasonably withheld on the following matters, a picket will take place on the employer's premises.

- a. Distance from any gate or entrance to Company premises.
- b. Number of employees taking part.
- c. The areas designated for the picket and the durations of the picket.
- d. Method of communication between marshals and pickets.
- e. If agreement is not reached on points a-d above, the matter will be referred to the CCMA for ruling.

Union officials and striking employees will conduct themselves in a peaceful and lawful manner and may:

- a. Carry placards.
- b. Chant slogans
- c. Sing and dance.

Picketing employees may not:

- a. Physically prevent members of the public including customers, other employees and service providers, from gaining access to or leaving the employers premises.
- b. Display banners which are threatening in nature.

#### **Secondary Strikes and Pickets.**

To picket or strike at the Company in support of a strike as contemplated in terms of Section 66 of the Act, the Union and its members must ensure that all requirements of this agreement, as well as Section 66 of the Act, are met.

The strike that is to be supported by the secondary strike must be a protected strike. The Company must have received a written notice of the strike at least seven (7) days prior to the secondary strike taking place.

The secondary strike must be reasonable in relation to the direct or indirect effect that it may have on the business of the primary employer.

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Members participating in the secondary strike must hold any picket off the premises unless permission is granted for the picket to be held in a specific area within the premises. Permission shall not unreasonably be denied; however, the Company shall have the right to ensure the safety, security and continuation of its normal business.

#### **General Rights, Obligations and Immunity**

Employees who take part in a picket protected in terms of this Act do not commit a delict or a breach of contract. This means that the employer may not sue a person or Union/s for damages caused by a picket.

The employer will not take disciplinary action against an employee for participating in a lawful picket.

Where the employee's conduct during a strike or picket is deemed to constitute misconduct, the employer may institute disciplinary inquiries in accordance with existing procedures at each plant.

#### **Terms and Agreement**

This agreement shall subsist until replaced by another agreement or by rules imposed by Council and/or CCMA.

## **CHAPTER 12**

### **32. OTHER CONDITIONS OF EMPLOYMENT:**

All other conditions of employment not specified herein remain unchanged. Other benefits already more favourable than provided for in terms of this Agreement shall not be affected. The provisions of the Agreement constitute a full and final settlement of all proposals which the parties may have in respect of all Terms and Conditions of Employment for the duration of the Agreement.

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S.C.J.  
PB  
G*

## CHAPTER 13

### 33. ANNEXURES:

All Annexures hereto are deemed to form part of the Glass Sector Agreement.

### 34. APPLICATION AND INTERPRETATION OF THIS AGREEMENT:

A dispute may be declared by either party after a deadlock has been reached arising out of the application and/or interpretation of any part of this Agreement.

Either party may declare a dispute by setting out in writing the nature and details of the dispute and the proposed terms of settlement and providing such to the other party.

The dispute shall, within ten (10) working days of declaration, be referred to the Council (NBCCI) for resolution in terms of the dispute resolution procedure of the Council.

Headings in the Agreement are for the convenience of the parties and are not to be considered in interpreting the document.

## CHAPTER 14

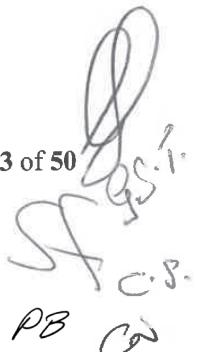
### 35. ITEMS REFERRED TO PLANT LEVEL FOR FURTHER DISCUSSION

- 35.1 Shift allowance
- 35.2 Danger allowance
- 35.3 Disaster Leave
- 35.4 Housing allowance
- 35.5 Heat work allowance
- 35.6 Emergency allowance
- 35.7 Long service award

If no consensus is reached on any of these items, the item/s may be referred back to the sectoral level.

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## CHAPTER 15

### 36. AGENTS

36.1 The Council shall appoint one or more specified persons as Agents to assist in giving effect to the terms of this Agreement. For the purpose of enforcing or monitoring compliance with this agreement, as the case may be, an Agent of the Council shall have the right to enter and inspect the premises, examine records and question the employer and/or his employees in any manner that he deems appropriate: Provided that such rights be exercised only as is reasonably required for the purpose of enforcement of, or monitoring compliance with the Agreement.

36.2 After each inspection of an employer's records and operations the agent shall prepare a report for the attention of the employer, worker representatives and, in the case of an individual complainant, the complainant concerned, confirming the date and time of the inspection and, if any contraventions of the Agreement were identified, a summary of the contraventions and the action that management is required to take to rectify the contraventions. Any disclosure of information shall comply with the provisions of the Act.

## CHAPTER 16

### 37. INCOME AND EXPENSES OF THE COUNCIL

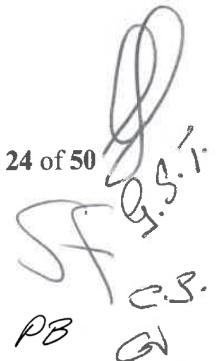
37.1 For the purposes of meeting the expenses of the Council, every employer shall deduct from the wages of each employee.

37.2 Employees who fall within the Bargaining unit shall contribute an amount prescribed by the Council and the employees falling outside the Bargaining unit shall contribute an amount prescribed by the Council, respectively.

37.3 Such levies shall be increased, subject to the approval of the Council's Annual General Meeting.

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Every employer shall contribute the funds of the Council-

An amount prescribed by the Council for each employee who falls within the Bargaining unit, and an amount prescribed by the Council for employees who fall outside the Bargaining unit.

The total amount deducted in terms of subclauses above from the wages of employees together with the amounts to be contributed by the employer in terms of subclause above shall be payable monthly by the employer to the Council's Finance Department at no later than the 7<sup>th</sup> day of the month succeeding the month during which the deductions and contributions were made or were required to be made, together with the proof of payment and schedules incorporating the total number of employees and total levies remitted.

### **38. DEFAULT PAYMENTS**

38.1 In an event that an employer pays levies that are due to the Council in terms of this Substantive Agreement, in any manner other than cash, and such levy contributions are dishonoured for any reason whatsoever, then in such an event, a penalty fee shall be imposed on the employer, the penalty fee shall be equal to 3.5%.

Any penalty fee plus the full amount originally due, shall be payable to the Council.

38.2 If it becomes necessary for the Council to institute legal action in a court of law for the recovery of any levies due but not paid after having been requested in any way whatsoever, then the debtor shall be liable for all legal expenses incurred by the Council in the means of recovering the levies due.

This includes attorney fees, an arbitrator, or a collections agency having been instructed by the Council to collect the levies.

Headings in the Agreement are for the convenience of the parties and are not to be considered in interpreting the document.

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Signed at Johannesburg this 28<sup>th</sup> day of May 2025.

For THE GLASS INDUSTRY  
EMPLOYERS ASSOCIATION:



WITNESS FOR GIEA

On behalf of:



Chemical, Energy, Paper Printing,  
Wood and Allied Workers Union

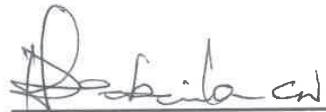
WITNESS FOR GIEA



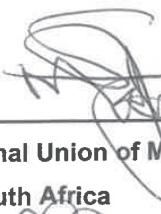
Witness



General Industries Workers Union  
of South Africa



Witness



National Union of Metalworkers  
of South Africa



Witness



Solidarity



Witness

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## ANNEXURE A

## SCHEDULE OF MINIMUM WAGES W.E.F. 1 JULY 2025 – 30 JUNE 2026

TABLE A – MINIMUM FOR ALL GIEA MEMBERS

Activities/Sub-Sectors	Current Hours of Work	Monthly Minima	Hourly Rate
Manufacturing	42	8 789.91	52.32
(Mass Production)	41	8 789.91	53.60
	40	8 789.91	54.94
Distribution, Industrial, Minerals	42	8 789.91	52.32
Converters	41	8 789.91	53.60
Glassblowers, etc.	40	8 789.91	54.94

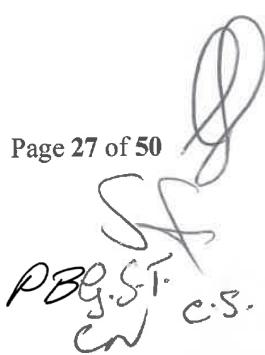
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Manufacturing	42	9 273.35	55.20
(Mass Production)	41	9 273.35	56.54
	40	9 273.35	57.96
Distribution, Industrial, Minerals	42	9 273.35	55.20
Converters	41	9 273.35	56.54
Glassblowers, etc.	40	9 273.35	57.96

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**ANNEXURE B****NBCCI'S EXEMPTION POLICY AND PROCEDURE****EXEMPTIONS POLICY AND PROCEDURE****INTRODUCTION:**

1. The issue of exemptions is dealt with in Clause 16 of the Council's Constitution. It requires the establishment of a National Exemptions Committee and an Independent Appeals Committee.

The Constitution requires that the National Exemptions Committee and Independent Appeals Committee must determine its composition and powers and establish its own procedures and criteria to be considered in dealing with applications for exemption and for conducting its business.

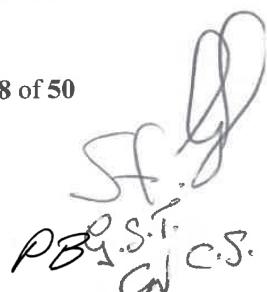
Applications for exemption by both parties and non-parties must be made to the Council. Employers seeking exemption from the conditions of any collective agreement and/or any conditions agreed to previously through centralised bargaining between the parties should do so according to this procedure.

2. The procedures and criteria set out hereinafter shall apply to any party to a collective agreement as well as non-parties to whom any collective agreement concluded in the Council has been extended in terms of Section 32 of the LRA.

It is the stated view of the Council that all applications for exemption must be completed within 30 days from the date of the application for exemption and all appeals to the Independent Appeals Committee within 30 days from the date of the appeal.

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The Exemptions Committee or the Independent Appeals Committee may, in its sole discretion, extend the completion date of an application for an exemption or an appeal for an additional 30 days where circumstances require such extension.

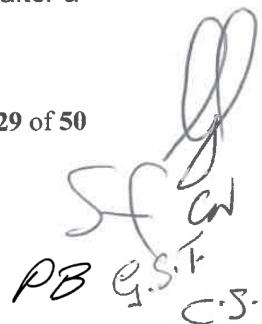
### **PRE & POST COUNCIL PROCEDURE**

#### **CONSULTATION**

- 1 Any application for exemption from any provision/s of a collective agreement concluded under the auspices of the Council must be preceded by consultations between the relevant employers and employees potentially affected by the exemption at which:
  - 1.1 The merits of the application and any impact that it will have on affected employees have been discussed and considered, and
  - 1.2 There has been full disclosure to each other of all information relevant to the consideration of the exemption application.
- 2 The following provisions will apply to consultations:
  - 2.1 Each employer must hold such consultations with the trade union representative(s) of the affected employees.
  - 2.2 If an employer reasonably believes that the affected employees are not trade union members, or where the relevant trade union representatives do not avail themselves for such consultations after a

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reasonable number of proven and recorded attempts by the employer, the employer must consult the affected employees themselves.

- 2.3 The affected employees, or groups of such employees, may act through a nominated representative that they have elected, amongst themselves, to represent them.

Once they have informed the employer of such a representative, the employer must, regarding such employees, consult such representative in preference to the trade union to which they belong.

- 2.4 The above consultations may be facilitated by a member of the National Exemptions Committee with the proviso that all the parties involved in the consultation process consent to such facilitation. The member of the National Exemptions Committee who conducted the facilitation may not chair or be part of any panel appointed to arbitrate an application for exemption or an appeal that follows from his/her facilitation.
- 2.5 A request for facilitation must be made in writing on the Application for Exemption Form in the relevant section provided. ( See Annexure A )

- 3 The party seeking an exemption from the Council must, commencing at least immediately before the application is made to the Council, display a copy of the application in a conspicuous place in the workplace(s) where the affected employees normally report for service and ensure that it remains displayed until the exemption license has either been granted in terms of these procedures, the application has been withdrawn, or the application has been dismissed by the National Exemptions Committee.

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PB G.S.I. CWS

- 4 Any application for exemption must be in writing and on the appropriate application form, which can be obtained from the Council.

#### **TIMELINES AND CONDONATION**

- 5 Any party who wishes to apply for an exemption in terms of this policy must do so within a reasonable time, not exceeding 60 days from the date that the original agreement was signed.
- 6 Where addendums to any collective agreements were signed, the application for an exemption must also be made within a reasonable time not exceeding 60 days from the date of signature of any addendum.
- 7 In the case of a non-party, the party who seeks to apply for an exemption must apply no later than 10 days from the date of the Government Gazette wherein the collective agreement was made applicable to non-parties.
10. Any party who does not comply with the above timelines must submit an application for condonation with its exemption application.

#### **INFORMATION TO BE DISCLOSED**

11. The evidence required will include:

11.1 All information as required in the attached questionnaire (Annexure A)

11.2 The relevant steps taken by the employer to comply with the agreement(s) that it now seeks to be exempted from before making a decision to apply for an exemption.

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C.S. G.S.I.*

12. In considering an application for exemption, the National Exemptions Committee shall take into account all relevant factors, including those detailed herein.
13. Other criteria that the National Exemptions Committee will consider may include:
  - 13.1 The past records (if applicable) of compliance by the applying party with the provisions of the Council's Collective Agreements and Exemptions Certificates;
  - 13.2 Any special circumstances which might exist;
  - 13.3 Any precedent that might be set by granting/not granting the application;
  - 13.4 The interest of the industry as regards:
    - (i) Unfair competition;
    - (ii) Collective Bargaining;
    - (iii) Potential labour unrest;
    - (iv) Increased employment/unemployment;
    - (v) Any other aspect that the National Exemptions Committee deems relevant and after having invited the parties' representations thereon.



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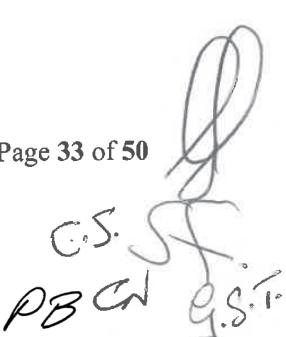
13.5 The interest of employees as regards;

- (i) Exploitation;
- (ii) Job Preservation;
- (iii) Conditions of employment;
- (iv) Possible financial benefits;
- (v) Health and safety;
- (vi) Infringements of basic rights;
- (vii) Any other aspect that the National Exemptions Committee deems relevant after having invited the parties' representations.

13.6 The interest of the employer as regards;

- Financial stability;
- Impact on productivity;
- Future relationship with employees' trade unions;
- Operational Requirements;
- The SMME Status will be considered in line with Annexure C

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- Any other aspect that the National Exemptions Committee deems relevant after inviting the comments of all interested parties.

14. All applications considered by the National Exemptions Committee will only be based on the written submissions, accompanying supporting documents and arguments presented by the party seeking the exemption and the written submissions, supporting documents and arguments of the parties opposing the exemption application.

The application will be considered and determined in a manner that is fair and transparent. The following times will apply in respect of an application for an exemption:

- 14.1 Any party seeking to oppose the application for exemption must, within 10 days from the date of the exemption application, file their respective responses to the General Secretary of the Council;
- 14.2 The party that has applied for the exemption may reply to the opposing representations within 5 days from receipt of the opposing statements;
- 14.3 The parties may thereafter submit their written arguments to the General Secretary, who will determine a date for the arbitration.

15. Any exemption granted to a party by the National Exemptions Committee (with the exception of the application made by the Company for the SMME status) shall only be in force for a period of one year or for a shorter period as determined by the National Exemptions Committee.



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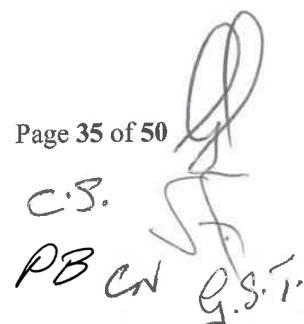
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Upon the expiry of the exemption certificate, the employer must implement and uphold the collective agreement from which it received an exemption on the terms and conditions in force at the time of the expiry of the exemption certificate.

16. The National Exemptions Committee may, in its sole discretion and in exceptional circumstances, call for the hearing of oral and additional evidence where such evidence is deemed essential to assist it in determining the application.
17. The National Exemptions Committee shall submit its written findings, with brief reasons, to the General Secretary for transmission to the parties involved.
18. Once the General Secretary has received the decision of the National Exemptions Committee in terms of this procedure, s/he shall:
  - 18.1 Issue an exemption certificate or vary a certificate already issued or
  - 18.2 Transmit any other decision of the National Exemptions Committee to the parties to the exemptions dispute as directed by the National Exemptions Committee.
  - 18.3 The National Exemptions Committee must make its decision within 14 days of having concluded the matter unless permission is granted by the General Secretary for a longer period. In such a case, the affected parties must be notified.

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## **HOW TO FILE AN APPLICATION FOR EXEMPTION WITH THE COUNCIL**

19. All applications must be submitted in writing to the General Secretary.
20. Any employer seeking an exemption must apply to the Council. Copies of the application must be served on all trade unions in the industry whose members may potentially be affected by the application. All applications must be signed by an authorized company representative.
21. The application must specify the provisions of the collective agreement in respect of which the exemption is sought and the reasons why it is sought. Details of the employees in respect of whom the exemption is sought, either by name or by way of a clear description of the category of employees and an introduction of how many employees fall within that category.

## **INDEPENDENT APPEALS COMMITTEE**

22. In terms of Section 32(3)(e) of the LRA, the Council hereby establishes an independent body, to be known as the Independent Appeals Committee, to consider appeals from parties and non-parties against a decision by the National Exemptions Committee of a party's or non- party's application for exemption from the provisions of a published collective agreement.
23. The Independent Appeals Committee shall consist of such members as the Council determines, with the understanding that the Council may, at its discretion, appoint a single member to chair specific appeals. The Independent Appeals Committee may also co-opt an auditor, who shall only serve in an advisory capacity, where necessary, to assist with financial matters.

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24. The following provisions shall apply to the Independent Appeals Committee:

24.1 Any party or non-party may lodge an appeal with the Independent Appeals Committee against the decision of the Exemptions Committee to refuse to grant an application for an exemption from the provisions of a published collective agreement in which event the following procedure shall apply:

24.2 An appeal shall be in writing and shall be addressed to the General Secretary of the Council for consideration by the Independent Appeals Committee. All appeals will be considered on the written application, the written submissions and arguments of those who seek the exemption as well as those who oppose it. The independent Appeals Committee may deal with an appeal in any manner that it deems prudent, provided that it acts in a manner that is fair and transparent.

24.3 All appeals lodged by parties or non-parties shall be considered by the Independent Appeals Committee with due regard to the Appeal criteria set out in Clause 16 of the Council's constitution as well as the factors detailed below.

24.4 All appeals to the Independent Committee shall be fully substantiated or motivated in writing by the applicant and shall include the following details:

- (i) The period for which the exemption is required;
- (ii) The Agreement and clauses or sub-clauses of the Agreement from which exemption is required;
- (iii) Proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives,

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and the responses resulting from such consultation, either in support of or against the application, are to be included with the appeal.

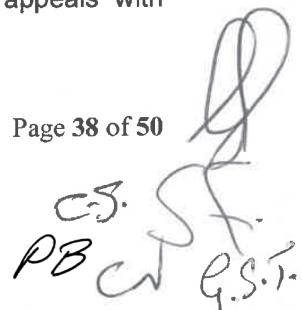
25. The Independent Appeals Committee may, having regard to the individual merits of each appeal, grant or refuse the appeal if -
  - 25.1 It does not undermine the Agreement;
  - 25.2 It is fair to the employer or his employees and other employers and employees in the Industry.
26. The Independent Appeals Committee shall deal with all appeals within 30 days of the date on which the appeal was submitted. The Independent Appeals Committee may, however, defer a decision to a following meeting if additional motivation, substantiation or information is considered necessary to make a decision on the appeal.
27. Once the Independent Appeals Committee has granted an exemption, the Council must issue a certificate and advise the applicant(s) accordingly within 14 days of the date of its decision.
28. When the Independent Appeals Committee dismisses an appeal or a part of an appeal for exemption, it shall advise the applicant(s) within 14 days of the date of such decision.

#### **EXEMPTION CRITERIA**

29. The Independent Appeals Committee must consider, apart from the factors referred to in Clause 16 of the Council's Constitution, all appeals with reference, amongst others, to the following criteria:

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- 29.1 The written substantiation and motivation submitted by the applicant;
- 29.2 The extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
- 29.3 The scope of exemption required;
- 29.4 The infringement of basic conditions of employment rights;
- 29.5 Consider whether a competitive advantage is not created by the exemption;
- 29.6 the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative compatible bona fide benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
- 29.7 The extent to which the proposed exemption undermines collective bargaining and labour peace in the Industry;
- 29.8 Any existing special economic or other circumstances which warrant the granting of the exemption;
- 29.9 The recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy;
- 29.10 Any recommendation from the Council; and

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2.3.

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29.11 Any other matter that the Independent Appeals Committee deems prudent after having invited the comments of the parties involved in the dispute.

### **QUESTIONNAIRE: ANNEXURE A**

#### **PART 1 – COMPANY DETAILS**

1. The following is required:

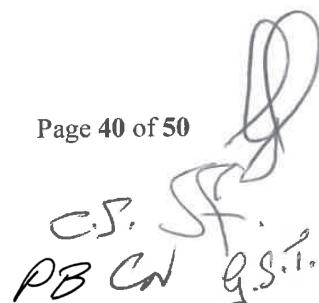
- (i) The name of the company applying for exemption;
- (ii) The Industry Sector;
- (iii) The address of the Company. Provide all details if more than one establishment/workplace is affected by the exemption application;
- (iv) Contact Person (Provide Contact Details);
- (v) Name of Employer Organisation (Provide Contact Details).

#### **PART 2 – LABOUR DETAILS**

- (i) The company's total headcount;
- (ii) The total number of employees affected by the exemption application. Provide details of employment categories, union affiliation and numbers;

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PB Cw G.S.I.

- (iii) Names of Trade Unions with affected employees as members. Provide contact names and contact details specifying designation, i.e. trade union official or trade union representative;
- (iv) Nominated representatives in respect of non-unionised affected employees. Provide contact names and contact details and the job categories the nominated representatives are representing.

### **PART 3 – EXEMPTION DETAILS**

- (i) What is the exemption being applied for? Provide details of all clauses of the collective agreement in question from which exemption is sought.
- (ii) Has the Company, in the past 12 months, applied for exemption? If yes, provide details and the outcome.
- (iii) Has the Company, in the past 12 months, instituted short time, lay off and/or retrenchment? If yes, provide details, including dates and numbers of employees affected.
- (iv) What are the estimated savings to the Company if this application for exemption was granted? Quantify the savings anticipated by the Company.
- (v) What is the proposed duration of the exemption if granted? Specify whether the application is for a permanent exemption from a particular requirement of the collective agreement in question or is an application to defer implementation to a later date and, if so, specify the date.

### **PART 4 – FINANCIAL INFORMATION**

2. A party seeking an exemption must attach the most recent audited financial statements for the financial year prior to the date of the application, together

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*PB CS.*  
*Cn SF*  
*g.s.i.*

with management accounts (income statements) for at least six months immediately prior to the date of the application.

In respect of exemption applications in respect of parts of a Group where audited financial statements do not reflect the financial circumstances of the establishment/workplace in question and/or where inter-company trading takes place at a substantial level, additional relevant information should be included.

3. The Council may, at its discretion, call on the party seeking the exemption to provide such other information to the Council where the Council deems such information relevant for purposes of determining the merits of the application.

## PART 5 – MOTIVATION

4. The party seeking an exemption must attach a detailed explanation of the difficulties being faced, including additional financial information where necessary to provide proof of the circumstances that motivated the exemption. Included therein must be an explanation of all alternatives the employer has pursued in making savings prior to this application and documentary evidence, where necessary, of the employer's policy in respect of dividends to shareholders and remuneration in respect of employees not subject to the collective agreement in question.

## **PART 6 – CONSULTATION**

5. Attach documentary evidence that will prove that all interested parties have been served with a copy of the exemption application together with relevant

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## Substantive Agreement 2025/2027

This gazette is also available free online at [www.gpwonline.co.za](http://www.gpwonline.co.za)

attachments and that all interested parties have been invited to consult in accordance with the Council's Exemption Procedure.

A record of such consultation plus its outcomes must be annexed to the application for exemption and must be countersigned by the parties to the consultation for purposes of authenticity.

The refusal of any party to a consultation to countersign such record will not render any application flowing from such consultation improper, nor will it prevent the Council's structures to determine the matter.

6. Specify whether or not the company requests the Council to appoint a Facilitator to assist the parties with the required consultative process.

## **ANNEXURE B**

### **COMPOSITION AND ACTIVITIES: NATIONAL EXEMPTIONS COMMITTEE/INDEPENDENT APPEALS COMMITTEE**

#### **PURPOSE**

1. The purpose of this document is to detail the procedures governing the National Exemptions Committee/Independent Appeals Committee, as established and governed by Clause 16 of the Council's Constitution, and to ensure that they operate in an orderly and transparent manner.

#### **COMPOSITION OF THE EXEMPTIONS COMMITTEE/APPEALS COMMITTEE**

2. The Council must appoint the members of the National Exemptions Committee/Independent Appeals Committee on such terms and conditions

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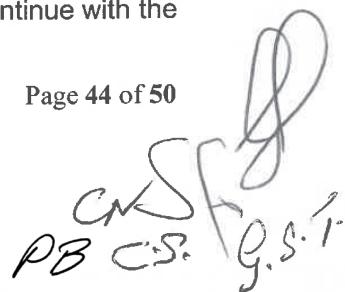
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as it deems fit. It will be within the sole discretion of the Council to appoint any number of members to chair applications for each exemption application/appeal. The appointment of a single member is sufficient to constitute a National Exemptions Committee/Independent Appeals Committee.

3. The National Exemptions Committee/Independent Appeals Committee must co-opt any suitably qualified auditor/accountant to advise it on financial matters. The person so co-opted will not have any decision-making power.
4. The National Exemptions Committee/Independent Appeal Committee members hold office until either:
  - 4.1 They resign on three months' notice to the Council, or
  - 4.2 The Council resolves to terminate their membership of the entity that they serve on.
5. Members appointed to the Exemptions Committee/Appeals Committee must:
  - 5.1 Be independent, impartial and perform the functions of the office in good faith, and
  - 5.2 Recuse themselves from any matter if they have any conflict of interest in either the subject matter of the exemption application or in respect of the parties involved in the dispute.
6. Should any member of a National Exemptions Committee/Independent Appeals Committee become unable to continue with any process, for whatever reason, any proceedings held up to that stage shall be suspended until it is determined whether or not that member is able to continue with the

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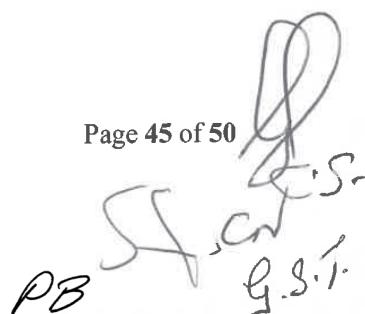
proceedings or not. If that member is unable to continue, whatever the reason, the proceedings will be adjourned, and a new panel will be constituted. In such a case, the matter will commence afresh in front of the newly constituted panel. With the consent of the newly constituted panel, the parties may agree on how to present the evidence that was presented in the suspended proceedings.

#### **DECISIONS OF THE EXEMPTIONS COMMITTEE/APPEALS COMMITTEE**

7. A decision agreed upon and confirmed in writing by the majority of the National Exemptions Committee/Independent Appeals Committee, where applicable, is a decision of the Committee.
8. Proceedings of the meetings of the National Exemptions Committee/Independent Appeals Committee shall be recorded and, where necessary, minuted by the Council secretariat. Parties may keep their own recordings.
9. The Independent Appeals Committee shall have the powers to:
  - 9.1 Grant a full or partial exemption or reject an application for exemption; and
  - 9.2 Approve interim orders in circumstances where this will not affect the final outcome.

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PB SS, cr G.S.I.

**MEETINGS OF THE NATIONAL EXEMPTIONS COMMITTEE/INDEPENDENT APPEALS COMMITTEE**

10. The Independent Exemptions Committee/Independent Appeals Committee must meet when requested to do so by the Council.
11. If a meeting of the National Exemptions Committee/Independent Appeals Committee does not finalise an application for exemption or an appeal, as the case may be, the meeting may be rescheduled for continuance at a date and time to be agreed upon by the National Exemptions Committee/Independent Appeals Committee.

**FINDING AND REASONS FOR DECISION**

12. Within two weeks of a meeting of the National Exemptions Committee/Independent Appeals Committee where an exemption application/appeal has been considered, the National Exemptions Committee/Independent Appeals Committee must provide the Council with a written decision and brief reasons for the decision.
13. The Council must circulate the National Exemptions Committee's/Independent Appeals Committee's decision and reasons to all interested parties

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*PB* *SG* *g.s.t.*  
*GW*

**ANNEXURE C****CRITERIA FOR SMALL BUSINESS EXEMPTIONS POLICY**

14. Exemptions in this category will be granted for a period not exceeding 3 years.

Exemptions shall be in respect of the wage increase or in respect of specified clauses of the agreement.

15. The Council will consider applications on merit, guided by current South African legal guidelines on the definition of SMME'S's and the application of these definitions amongst different sectors, taking into account one or more of the following factors:-

- 15.1 That the business is not the subsidiary of another company;
- 15.2 Its employment numbers keep it within the definition of an SMME'S, within the bargaining unit, in terms of the legal framework of the definition of an SMME'S;
- 15.3 It is able to show that such an exemption will enable it to retain existing jobs or create additional jobs in the firm. This particular factor must be covered in the motivation;
- 15.4 The financial situation of the company.

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*J.C.S.*  
*PB S.C.S.I.*

**PROCEDURE TO BE FOLLOWED TO CONSIDER THE APPLICATION**

16. Application for Exemptions by SMME'S will be filed by the Company within 10 days of the Company having been declared an SMME.
17. The application will be considered by the SMME Advisory Panel within 10 days from the date on which the application was filed with the Council.
18. The SMME Advisory Panel shall issue the outcome within 7 days from the date of the sitting.

**FACTS TO BE CONSIDERED IN DETERMINING THE APPLICATION**

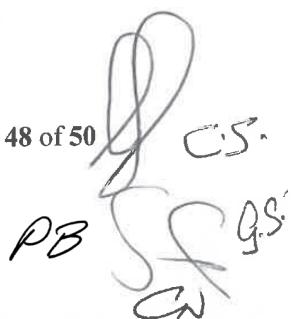
19. The Company making the Application must comply with Annexure A.

**COMPOSITION OF THE EXEMPTIONS COMMITTEE FOR SMALL BUSINESS APPLICATIONS**

20. Application for Exemptions by SMME shall be considered by the SMME Advisory Panel comprising an equal number of representatives (two per side) from the Employers and Trade Unions and an Accountant/External Auditor.
21. The General Secretary shall chair the Advisory Panel. In the event the chairperson is not available, then the Committee will elect someone amongst themselves to chair that specific sitting.

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**PHASE IN EXEMPTIONS**

22. The Council shall, in recognizing the financial constraints faced by SMMEs, grant the SMME a phased-in period of up to 3 years for compliance with the minimum Bargaining Council regulations.
23. SMME'Ss shall use this time to adjust their operations and finances gradually, minimizing disruptions and mitigating financial risks.
24. Application for phase-in exemptions must be accompanied by completion of the standard application for exemption questionnaire and shall be dealt with after giving consideration to the following:-  
clear evidence of financial difficulties, including
  - 24.1.1 The latest Audited Financial statements and/or management accounts;
  - 24.1.2 Explanation of the difficulties faced;
  - 24.1.3 Company motivation, business plan and phase-in plan indicating how parity will be achieved.
25. No Company that has agreed to adopt the phase-in program on a voluntary basis may retrench any worker as a direct result of a phasing-in period of the new wage structure unless such retrenchment is on a voluntary basis or unless there are exceptional circumstances beyond the Employer's control.

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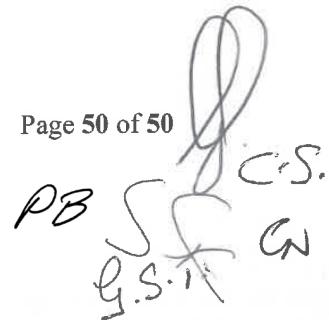
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**AMENDMENT OF THIS POLICY**

The amendment of this policy shall be made as and when the need arises, taking into consideration the developments in the law. The amendments will not be binding until such time that they are approved by the Executive Committee and ratified by the Full Council, having gone through the relevant institutional structures.

Substantive Agreement 2025/2027

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## DEPARTMENT OF EMPLOYMENT AND LABOUR

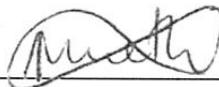
NO. R. 6927

12 December 2025

## LABOUR RELATIONS ACT, 1995

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

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Motor Industry Bargaining Council - MIBCO** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 2028.



MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 02/12/2025

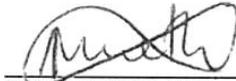
**UMNYANGO WEZEMISEBENZI NEZABASEBENZI**

R. ....

**USUKU:** .....**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI  
YEZIMOTO: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI  
ESIYINGQIKITHI SELULELWA KULABO ABANGEYONA INGXENYE YASO**

Mina, **NOMAKHOSAZANA METH**, ongungqongqoshe WezemiSebenzi Nezabasebenzi, lapha ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **eMkhandlwini Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Bemboni Yezimoto**, futhi ngokwesigaba 31 soMthetho Wezobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyo Mboni kusukela ngoMsombuluko wesibili emva kokushicilelwaa kwalesiSaziso kuze kuge mhlaka 31 kuNcwaba 2028.



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**MS N METH, MP****UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI****USUKU:** 02/12/2025

## SCHEDULE

### MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

#### MAIN COLLECTIVE AGREEMENT

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

**Fuel Retailers Association - FRA**

and the

**Retail Motor Industry Organisation - RMI**

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

**Motor Industry Staff Association – MISA**

and the

**National Union of Metalworkers of South Africa - NUMSA**

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

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

### **PREAMBLE**

#### **1. PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on such date as may be fixed by the Minister of Employment and Labour in terms of section 32 of the Act, and shall remain in force until 31 August 2028.

#### **2. CENTRALIZED BARGAINING**

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

#### **3. APPLICATION OF THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT NO. 75 OF 1997)**

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

#### **4. PEACE CLAUSE**

4.1. The Parties agree not to embark on and/or participate in any form of industrial action as a result of any dispute on wage and/or salary adjustments and other conditions of employment relating to any sector or chapter in this Agreement: Provided that an employer has implemented the wage and/or salary adjustments and other agreed conditions of employment matters on or before promulgation. Participation in any form of industrial action after the date of the Settlement Agreement until 31 August 2028 shall be unprotected.

4.2. Provided further, that Bargaining within the Motor Industry, as defined in the Main Collective Agreement, takes place at centralized level. There shall be no two-tier bargaining on any matter of mutual interest.

## 5. TRAINING LAY-OFF SCHEME

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

## 6. EQUAL WORK FOR EQUAL PAY

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

## DIVISION A

### CLAUSE 1: SCOPE OF APPLICATION

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

- (a) apprentices only in so far as they are not inconsistent with the provisions of or any conditions fixed under the Skills Development Act, 1998, and learners in terms of Chapter IV of the Skills Development Act. No. 97 of 1998 as amended; and
- (b) trainees undergoing training under the Skills Development Act 97 of 1998 as amended only in so far as they are not inconsistent with the provisions of or any conditions fixed under that Act.

3. **National Wage Threshold:**

- (a) Notwithstanding the provisions of sub-clauses (1) and (2), the provisions of the Agreement as set out in the Schedule to this sub-clause shall apply only to employees for as long as their weekly or monthly remuneration, excluding commission on sales, exceeds the National Wage Threshold as determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act.

**SCHEDULE**

**ADMINISTRATIVE AGREEMENT**

Clause 7	-	Deductions from Earnings
Clause 9	-	Agents
Clause 14	-	Returns to the Council
Clause 16	-	Employees' Representatives on the Council
Clause 17	-	Prohibition of Cession of Benefits

**MAIN AGREEMENT - DIVISION A**

Clause 2	-	Definitions
Clause 3.8	-	Payment of Earnings
Clause 3.9	-	Deductions from Earnings
Clause 3.11	-	Piece Work
Clause 3.12	-	Commission Work
Clause 3.14	-	Travelling Allowances
Clause 5.1	-	Annual leave and accrued leave pay
Clause 5.2	-	Sick Leave
Clause 5.3	-	Maternity Leave
Clause 5.4	-	Other Parental Leave
Clause 7.1	-	Termination of Service
Clause 7.3	-	Retrenchment Pay
Clause 7.4	-	Desertion
Clause 7.5	-	Certificate of Service
Clause 9.1	-	Outwork

Clause 9.3	-      Damage to vehicles and/or Loss of Property and/or Assets
Clause 9.6	-      Public Holidays

(b) Notwithstanding the provision of sub-clause (3)(a) of this Clause or any other provisions to the contrary, employees earning in excess of the National Wage Threshold as determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act.

(c) For the period from the date of implementation of the National Wage Threshold as determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act, excluding commission on sales, shall not be required to work overtime other than on a voluntary basis, free from any form of coercion, intimidation or victimisation.

4. Notwithstanding the provisions of sub-clause (3) of this Clause, the provisions of Clause 14 of the Administrative Agreement shall apply to employees, regardless of their earnings.

5. The provisions of sub-clause 6.1 (1) of this Division shall be applicable to all employees, excluding commission on sales, receiving up to –

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

(b) For monthly earners –  
is the sum of the published National Wage Threshold divided by 12 (months);

6. Clause 1 of the Preamble and sub-clause 1(1)(a) of Division A, shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively, to the extent that the Minister of Employment and Labour has not granted an extension of this agreement to non-parties in terms of section 32 of the LRA.

## CLAUSE 2: DEFINITIONS

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

**“accessory shop”** means any establishment or part of an establishment wherein, whereon, or wherefrom are sold or offered for sale by wholesale or retail, any new and used spares, replacement

parts or accessories for the repair of or addition to any motor vehicle.

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

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

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

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

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

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

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

**“Artisanal work”** means work in any designated trade (in terms of the Skills Development Act 97 of 1998 as amended), in connection with the activities covered by the definition of ‘Motor Industry’ and as used in Division A, Clause 2, means any of the operations carried on in motor vehicle, engine or components repairing or servicing establishments, or in vehicle body building establishments, or in motor vehicle component, manufacturing or reconditioning establishments, and which are not permitted in terms of this Agreement to be performed by any class of employee other than an artisan.

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

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

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

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

**“automotive tinter”** (grade 2 employee) (**Chapter I and II**) means an employee mainly or exclusively engaged in the application of visible light transmittance film, vinyl wrap and/or printed decal to automotive components or glass.

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

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

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

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

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

1. removes and/or replaces, without making final electrical connections:
  - Parts and units from motor vehicles, tractors, agricultural machinery and equipment and/or attachments thereof;
  - alternators;
  - bodies;
  - body badges, boot lids and tailgates;
  - body mouldings;
  - bonnets;
  - brake drums; except where the drum and hub are one complete unit;
  - bulbs;
  - bumpers;
  - cables, excluding electrical cables;
  - cable linkages;
  - cabs;
  - carburettors;
  - clutch cylinders;
  - clutch plates;
  - coil springs;
  - cooling systems, excluding air-conditioning;
  - cylinder heads, without torquing;
  - doors, excluding the final adjustments;
  - door handles;
  - drive shafts, excluding front-wheel drives;
  - engine assemblies;
  - engine mountings;
  - engine mud trays;

- exhaust lines, where no modification is required;
- exhaust systems;
- floor boards;
- floor covers;
- flywheel covers, detachable;
- fuel pipes;
- fuel pumps, excluding injector pumps;
- fuel tanks;
- gearbox assemblies;
- gearbox mountings;
- glass, other than rear lights;
- gravel pans;
- grills;
- handrail brackets;
- head-linings;
- heaters;
- lamps;
- manifolds;
- mudguards;
- non-electrical aerials;
- non-electrical sunroofs;
- oil strainers;
- panels exterior or interior, and fittings other than where welded;
- pressure plates;
- propeller shafts;
- radiators;
- radiator plugs;
- radios and tape recorders, excluding the final electrical connections;

- rear body lights;
- running boards;
- seats;
- self-starters;
- shells;
- shock absorbers;
- springs, leaf, front and rear;
- striker plates;
- valances;
- water hoses;
- window frames;
- window winders, manual;

2. removes and/or without the use of hand tools repositions and hand tightens rear axle housing assemblies;

3. removes but does not replace:

- Aerials;
- complete front axle assemblies;
- dashboard component parts;
- doors;
- exterior panels where welded on;
- front-wheel suspensions;
- glass;
- springs, front coils or wishbone type;
- steering assemblies;
- sunroofs;
- tow-bars and plug-in wiring units;

4. in relation to any vehicle, repairs body leaks by filling, and engine differential and gearbox leaks by tightening;

5. balances wheels with any machine made to balance wheels off the vehicle;

6. applies body fillers or other materials, welds and grinds metals where necessary, and applies primer of any colour to the exterior or interior of motor vehicles;
7. strips springs which have been removed from vehicles;
8. drills holes to templates;
9. fits safety belts to vehicles where anchor points exist;
10. fits loose seat covers when no alteration to them is necessary;
11. cuts away damaged body parts by means of impact cutter, hand or air operated, or with hacksaw, under the direction of a artisan;
12. applies by brush, spray gun, aerosol dispenser or other means dye, paints, varnish, lacquer or other protective coatings to engines and/or any components or accessories mounted within the engine compartment, or to floor mats, seat surfaces, luggage compartments or side-kick plates;
13. fitting of front and rear windshields;
14. removing and/or replacing:
  - alarms;
  - dashboard component parts;
  - electric windows;
  - immobilisers;
  - locks;
  - plug-in wiring units;
  - radios;
  - self-locking units;
  - side glasses;
  - tow bars;
15. blends paint colour by means of predetermined formulae.

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

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

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

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

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

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

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

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

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

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

**“Chapter IV establishment”** means an automotive engineering establishment, registered as such in terms of Chapter IV of Division C of this Agreement.

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

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

1. Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;
2. dusting of vehicles;
3. franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;

4. making and/or serving tea or similar beverages;
5. preparing food for staff members and for sale to the public;
6. washing, waxing and vacuuming motor vehicles in all establishments, including registered Auto Valet establishments;
7. polishing motor vehicles by hand.

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

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

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

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

**“clutch cover assembly setter”** (grade 5 employee) (**Chapter V**) means an employee who under the supervision of an artisan or apprentice or trainee registered in terms of the Skills Development Act 97 of 1998 as amended is mainly or exclusively engaged in the following duties in an establishment registered in terms of Chapter V of Division C of this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“driveshaft repairer”** (grade 4 employee) (**Chapter I, II, III, IV and V**) means an employee who is mainly or exclusively engaged in dismantling, inspecting, assessing, repairing and assembling all types of driveshafts on any one or more of the following duties –

1. Inspecting, examining driveshafts for damage, wear or corrosion;
2. diagnosing, identifying problems and determining necessary repairs.
3. repairing, fastening and fixing (including welding) or replacing damaged components, such as bearing; seals and yokes;
4. replacing and swapping out entire driveshafts when necessary;

5. balancing (ensuring proper balance and alignment of driveshafts when necessary); and
6. testing, verifying repairs and ensuring proper operation.

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

**“emergency work”** means work –

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

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

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

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

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

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

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

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

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

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

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

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

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

**“FSCA”** means the Financial Sector Conduct Authority, as defined in the Financial Sector Regulation Act, No. 9 of 2017 (as amended).

**“gearbox repairer”** (Grade-6 employee) (**Chapter I; IV and V**) means an employee who is actively engaged in diagnosing, dismantling, inspecting, assessing, repairing and assembling all types of automotive gearbox sub-assemblies that have been removed from a vehicle.

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

1. Applying and/or wiping on metals and/or materials.
2. applying ready mixed paint to equipment, fixtures or plant which is not for sale.
3. assembling articles and/or components where no fitting is required.
4. assisting an artisan or an apprentice of not less than one year's experience in the installation

CONTINUES ON PAGE 130 OF BOOK 2

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and/or stapling into position of electric cables for interior lighting or fittings, or assisting with the fixing of self-aligning dies in the setting of machines;

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

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

- A. in relation to all establishments, an employee who is mainly or exclusively engaged on any of the following duties:

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

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

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

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

- (o) lamps;
- (p) oil filters or strainers and the cleaning thereof;
- (q) rear body lights;
- (r) running boards;
- (s) seats;
- (t) self starters;
- (u) shock absorbers, excluding struts;
- (v) striker plates;
- (w) sump nuts and bolts;
- (x) valve covers.

89. applying protective coating to engines, components or accessories mounted within the engine compartment and to floor mats, seat surfaces, luggage compartments or side-kick plates;

90. fitting loose seat covers when no alteration is required to them;

91. removing paint and preparing surface for repainting, excluding the application of lead filler;

92. mixing by hand or machine, materials, including concrete, mortar and fibre glass constituents, but excluding colour blending;

93. fitting, removing and/or replacing batteries, grease nipples, tyres, tubes, rims and road wheels;

94. inflating tyres and tubes;

95. lowering and/or raising motor vehicles by jack or hoist;

96. repairing punctures, including the fitting and reseating of tyre or inner tube valves;

B. subject to the provisions of sub-clause 9.2(2) of Division A which fixes the minimum weekly wage for driving vehicles, an employee who, in addition to performing any of the duties enumerated in paragraph A of this definition, may also drive vehicles;

C. in relation to an establishment engaged exclusively in the business of motor graveyards and/or motor scrapyards, an employee who, in addition to performing any of the duties enumerated in paragraph A of this definition, may also strip engines other than for repair.

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

1. Char;

2. forecourt attendant;
3. parking garage attendant.

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

1. Automotive tinter
2. cashier;
3. driver of motorcycle and scooter;
4. general operative;
5. general worker;
6. grade D employee;
7. vulcaniser’s operative, without wheel balancing.

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

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

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

1. Cutter;
2. driveshaft repairer;
3. operative exhaust fitter;
4. operative, grade 2;
5. operative, grade 3;
6. operative, grade AR;

7. operative, grade B;
8. operative, grade BR;
9. operative sunroof fitter;
10. operative upholsterer grade 4;
11. operative wheel balancer;
12. pattern cutter maker;
13. supervisor, grade 3;
14. vulcaniser's operative with wheel balancing.

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

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

21. seaming machinist grade-5
22. supervisor;
23. supervisor, grade 4;
24. tow-bar fitter (excluding electrical wiring).

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

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

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

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

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

1. Artisan;
2. service supply salesman.

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

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

under supervision.

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

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

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

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

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

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

**“Medical Insurance Service Provider”** means a health insurance entity appointed by MIBCO to deliver primary health and medical services covered under an insurance policy.

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

1. removes parts or units from motorcycles and scooters with two or more wheels;
2. replaces without making final electrical connections:
  - Bulbs;
  - cables, other than electrical cables, and without final adjustment;
  - commercial-type carriers, boxes and bodies;
  - control levers, without final adjustment;
  - crash bars;
  - cylinder heads, two-cycle engines only;
  - drive chains and sprockets, without final adjustment;
  - engine assemblies;
  - engine guard plates;

- exhaust systems;
- external covers -detachable;
- footrests, front and rear;
- fenders, front and rear, including mounting stays;
- fuel tanks and pipes thereto;
- front shock absorbers - detachable;
- head lamp internal shells;
- hooters;
- lamps;
- licence holders;
- oil coolers and pipes thereto;
- oil filters and strainers and the cleaning thereof;
- oil tanks and pipes thereto;
- rear shock absorbers;
- stands;
- sump nuts and bolts;
- switch assemblies

3. replaces -

- front fork assemblies;
- frames;
- commercial-type side-car assemblies;

4. applies protective coatings to engines and exhaust systems;

5. sets clocks to correct time;

6. balances wheels with any machine to balance wheels off the vehicle;

7. checks and reports on the operation of all electrical consumer points, direction indicators, locks and keys, windscreens wipers and washers;

8. assembles and/or strips units, other than engines, electrical fittings, telescopic forks, hydraulic shock absorbers and controls;

Provided that the performance of any of the operations enumerated in this definition shall not be

construed as permitting the performance of any artisan's work incidental to such operations or the use of a torque wrench.

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

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

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

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

10. the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;
11. motor vehicle body building;
12. the sale of tractors, agricultural and irrigation equipment (not connected with the manufacture thereof) in the Republic of South Africa, but excluding the Magisterial District of Kimberley, in respect of the sale of:
13. agricultural and irrigation equipment; and
14. tractors, except when undertaken by establishments substantially engaged in the sale and/or repair of other motor vehicles.

For the purposes of this definition –

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

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

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

**“motor vehicle”** means any wheeled conveyance propelled by mechanical power (other than steam) or electrically and designed for haulage and/or for the transportation of persons and/or goods and/or loads and includes trailers and caravans and shall not include any equipment designed to run on fixed tracks, on air crafts.

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

1. The construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;
2. the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure

and the assembling, adjusting and installation of parts in cabs, bodies or on the superstructure of vehicles;

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

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

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

manufacture and/or fabricating of any motor vehicle parts or includes the manufacture and/or fabricating of any motor vehicle parts or components when carried on in such establishments, but shall not include vehicle body building, except in so far as it is carried on incidental to the assembly of motor vehicles, other than caravans and trailers.

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

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

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

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

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

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

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

1. Assembles engines;
2. dismantles and assembles fuel pumps;
3. dismantles and assembles oil pumps;

4. replaces bearings;
5. checks bearing fit, spread, crush and nip;
6. checks camshafts visually for wear;
7. in connection with connecting rods –
  - (a) checks clearances with gauges;
  - (b) assembles piston to connecting rod to crankshaft;
  - (c) assembles main connecting rod bearings and bushes;
  - (d) uses engine pre-lubricator;
  - (e) aligns rods and pistons;
8. cleans and inspects pistons, including ring groove inspection;
9. fits rings, oil and compression, on pistons;
10. in connection with crankshafts –
  - (a) removes connecting rods, pistons, crankshafts and main bearing caps;
11. cleans, inspects and checks:
  - (a) end play;
  - (b) thrust washers;
  - (c) flange bearings;
12. timing cover and rear main oil seal journal surface;
13. surfaces;
14. starter ring gears;
15. removes and replaces starter ring gears and/or flywheels;
16. removes from and replaces complete engines in motor vehicles and/or carries out repairs to engines only in motor vehicles including all final connections and/or adjustments and/or settings.

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

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

5. retightening pipe flange securing bolts and tightening all hanger brackets.

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

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

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

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

1. Annealing and tempering where controlled ovens and tanks are used;
2. assembling and fitting centre bolts and clips to springs;
3. assembling where no fitting is required;
4. baking armatures and field coils in oven;
5. baring wires and dipping in solder;
6. bending and/or forming by hand operation in special-purpose jigs or formers;
7. bonding brake shoes and clutch plates;
8. checking parts with go-no-go gauges and/or testing devices and/or plug gauges;
9. cutting and/or punching of materials by hand or machine to stops or to jigs or to patterns or to templates or to markings or to lengths;
10. dipping in varnish, enamels or paints;
11. dispensing wire from bulk supplies onto small coils for sale;
12. drilling holes or drilling with special-purpose drilling jigs, excluding setting or marking;
13. dressing or grinding by hand or power tool: Provided that in all cases of precision dressing the machines concerned shall be preset by an artisan or apprentice or machine setter;
14. feeding of asbestos teasing machine;
15. feeding and/or loading and/or starting and/or unloading and/or operating automatic machines;
16. fitting of seat covers in manufacture of seats;
17. fitting of hessian strips to spring seat assemblies;

18. filing of metals, other than precision work;
19. fly and/or treadle and/or manual and/or power pressing and/or notching where the work is done with pre-set jigs or dies, excluding the setting of jigs or dies;
20. forming of insulation and fitting thereof to armatures and field coils;
21. heating and blackening moulds for battery jumpers;
22. heating lead;
23. inspecting visually;
24. marking off from patterns or templates by hand;
25. operating special-purpose splitting machines;
26. operating centre-less grinders;
27. packing component parts into sets under supervision of an operative supervisor;
28. preparation for buffing;
29. pressing of asbestos dough (hot or cold);
30. pre-treatment of materials by chemical process;
31. proof-testing bonded brake shoes and clutch plates;
32. rough grinding where the machine or work is held by hand
33. screwing by hand with the die heads and/or taps and/or screwing machines;
34. spot and/or tack welding;
35. straightening and/or flattening of metal strips;
36. striking metal, including rivet striking; rivet heating; riveting;
37. stringing and/or threading inner coils and/or spring mats;
38. stripping parts and components by hand or machines normally used by this class of operative;
39. stripping of dismantled springs;
40. application by spray-gun or brush of paint, adhesives or recognised bitumastic and fire-resisting or rust-preventing substances (coatings), other than metal spraying, to parts or components;
41. taping coils;
42. testing fuel tanks and radiator units;
43. threading gills to tubes;
44. threading of bolts;

45. turning eyes on spring main blades to jigs;
46. winding or dispensing wire by hand or machine from bulk supplies onto spools, reels, coils, etc., but excluding field coils;
47. wiring up articles for electroplating; and
48. who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates.

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

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

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

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

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

1. welding with electric welding equipment and/or cutting with profile cutting machine, and setting and regulating of the heating and cutting gas mixtures of the welding or cutting equipment at the torch;
2. welding and/or brazing to jigs and/or to parts so formed and/or located as to obviate the need for a jig: Provided that any free-hand arc or gas welding performed by this operative, Grade 4, must be restricted to welds which are –
  - (a) down-hand;
  - (b) of components of which the completed mass does not exceed 15,0 kg;
  - (c) in runs of not less than 50 identical items in the same place, with each item taking not more than 10 minutes floor to floor time; and
  - (d) not in excess of 40,0 cm total length of one welding seam.

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

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

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

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

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

1. Application by spray gun or brush or paint, adhesives, recognised bitumastic and fire-resisting

or rust-preventing substances (coatings) to components and units other than metal spraying to parts and components;

2. assembling where no fitting is required;
3. bending and/or forming by hand operation in special-purpose jigs or formers;
4. bonding of steel inserts to hydraulic cylinders;
5. bonding brake shoes, bands and clutch plates;
6. buffing metals;
7. checking parts with go-no-go gauges and/or testing devices and/or plug gauges;
8. cutting friction material to standard templates;
9. cutting and grinding of clutch liners to pre-determined size or templates;
10. dipping in varnish, enamels or paint;
11. dismantling of brake (including air and hydraulic brakes) and/or clutch components for reconditioning;
12. dressing or grinding by hand or power tool: Provided that in all cases of precision dressing the machine concerned shall be pre-set by an artisan or machine-setter;
13. drilling and countersinking of liners;
14. drilling holes previously marked out by an artisan or machine setter or an apprentice or a trainee registered in terms of the Skills Development Act 97 of 1998 as amended, or machine drilling with special-purpose drilling jigs;
15. drilling with portable drill not capable of taking drills larger than 13 mm in diameter to templates or patterns;
16. feeding and/or loading and/or starting and/or unloading and/or operating automatic machines;
17. filing of metals other than precision work;
18. fly and/or treadle and/or manual and/or power pressing and/or notching where the work is done with pre-set jigs or dies, excluding the setting of jigs and/or dies;
19. grinding pressure plates with appropriate surface grinding machine;
20. heating lead;
21. inspecting visually;
22. making up brake pipes by bending and/or forming by hand operation or in special-purpose jig;
23. marking off from patterns or templates by hand;
24. mounting of components into test jigs and observing the testing of components;

25. operating centre-less grinders;
26. operating but not setting machines designed or permanently adapted for a single-tool operation and where manual operations are limited to loading, starting, stopping and unloading, but excluding any operations connected with the machining of brake drums, brake discs or flywheels;
27. operating power press/presses, excluding setting;
28. packing of component parts into sets under supervision of an operative supervisor;
29. placing of welding tips in position;
30. preparation for buffing;
31. pre-treatment of metals by chemical process;
32. proof-testing components;
33. riveting;
34. rough grinding where the machine or work is held by hand;
35. screwing by hand with die-heads and/or taps and/or screwing machines;
36. sharpening but not replacing welding tips;
37. soldering, tinning, sweating, continuous wire welding, spot and/or tack and/or butt welding, including the removing and replacing of welding tips and the cleaning of welding tips with abrasive materials or by hand filing;
38. straightening and/or flattening of metal strips;
39. striking metal, including rivet striking; rivet heating;
40. stripping parts and components by hand or machines normally used by this class of operative;
41. threading of bolts; and
42. who may set and adjust the machines he operates, provided he is paid the prescribed setting bonus.

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

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

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

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

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

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

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

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

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

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

1. assembling by drilling of relevant materials where necessary, by bolting and/or riveting and/or screwing and/or tack-welding parts together;
2. positioning of lamps, including lengthening or shortening flex as necessary from a temporary position or a position rendered unsuitable through the fitting of a body;
3. from cab-less commercial vehicles chassis received for bodying, removing for safe-keeping instrument panels, including electrical connections, switchboards, surge tanks and pipes, heat and oil gauges and temporary drive seats, and disconnecting all electrical wiring on such chassis from starter motors, generators, regulators and auxiliary circuits;
4. installing and fastening cables to new motor chassis, to new trailer chassis or to new trailer caravans by means of clips or bolts;
5. connecting cables to light points or fittings already in position;
6. sewing or tacking seat and squab covers by hand or machine;
7. padding and closing flutes and bolsters by hand;
8. machining timber to pre-set lengths or thicknesses;
9. machining timber components on wood-working machines to jigs or stops;
10. cutting materials to pre-set dimensions;
11. marking off and cutting, bending, forming and/or blanking all material from patterns or templates by hand or pre-set machine under the supervision of an artisan or apprentice including, where necessary, the fastening of special-purpose clamps on the machines concerned;
12. in relation to the mixing of fibreglass solutions and/or resins, determining from formula charts provided for the purpose the quantities of constituent materials required, measuring these materials by means of graduated vessels or mixing;
13. using simple linear measuring devices and/or combination squares;
14. operating a fibreglass chopper gun; and
15. who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates.

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

1. Applying by brush and/or spray gun any primer or paint to the interior or exterior of motor vehicles, other than the final exterior coats to coach finished bodies, excluding colour matching

but including paint mixing in accordance with prescribed formula;

2. mixing and/or testing of chemicals to a pre-determined formula for pre-treatment of metals in chemical baths; and
3. who may, provided he is paid the prescribed setting bonus, set and adjusts any machines he operates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“PR Artisan (Practically Recognised Artisan)”** (grade 7 employee) (**Chapter I**) means an employee over the age of 22 who is able to prove not less than three years' experience in a trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade, and who under the supervision of a artisan performs work in the designated trade in which he has had the experience or, with the approval of the Regional Council concerned, in some other trade related to the activities covered by the definition of Motor Industry in this Agreement or an employee who is able to prove to the satisfaction of the Regional Council concerned not less than three and a half years' experience as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant with any employer in the Motor Industry as defined;

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

**“Primary Health Insurance”** means an ethical, accessible, equitable and affordable medical cover for hospitalisation, chronic conditions, day-to-day visits, dentistry, optical and mental health care for employees and their beneficiaries.

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

**“Schedule”**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. removes parts or units from motor vehicles, tractors, agricultural machinery and equipment and ancillary equipment and/or attachments thereof;
2. replaces, without making final electrical connections except where these are the clip-on or plug-in type:
  - Alternators;
  - bodies;
  - body mouldings;
  - bonnets;
  - brake drums, except where the drum and hub are one complete unit;
  - bulbs;
  - bumpers;
  - cables, excluding electrical cables;
  - cable levers;
  - cable linkages;

- carburettors;
- cabs;
- clutch cylinders;
- coil springs;
- cooling systems, excluding air-conditioning;
- cylinder heads, without torquing;
- doors;
- door handles;
- drive shafts, excluding front-wheel drive;
- engine assemblies;
- engine mountings;
- engine mud trays;
- exhaust systems;
- floor boards;
- floor covers;
- flywheel covers, detachable;
- fuel pipes;
- fuel pumps, excluding injection pumps;
- fuel tanks;
- gearbox assemblies;
- gearbox mountings;
- generators;
- glass;
- gravel pans;
- grills;
- handrail brackets;
- heaters;
- lamps;

- manifolds;
- mudguards;
- oil filters or strainers and the cleaning thereof;
- panels - exterior or interior, and fittings, other than where welded;
- clutch and pressure plates;
- propeller shafts;
- radiators;
- radiator plugs;
- radios, CD players and tape recorders, excluding the final electrical connections;
- rear body lights;
- running boards;
- seats;
- seat covers;
- self-starters;
- shells;
- shock absorbers;
- springs, leaf, front and rear;
- striker plates;
- sump nuts and bolts;
- valances;
- valve covers;
- water hoses;
- window frames;
- window winders - manual;

3. removes and/or, without the use of hand tools, repositions and hand tightens rear axle housing assemblies;
4. sets clocks to correct time;
5. fits safety belts to vehicles where anchor points exist;
6. fits and adjusts fan belts where no measuring devices or instruments are necessary;

7. in relation to any vehicle, repairs body leaks by filling, and engine differential and gearbox leaks by tightening;
8. balances wheels with any machine made to balance wheels;
9. in relation to any vehicle –
  - (a) checks and reports on the operation of:
    - (i) All electrical consumer points;
    - (ii) front seat adjusters;
    - (iii) direction indicators;
    - (iv) clocks;
    - (v) door and window handles;
    - (vi) doors, locks and keys;
    - (vii) windscreens wipers and washers;

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

- (b) checks, adjusts and, if necessary, replaces:
  - (i) Choke, bonnet, starter, hand throttle and heater, vent and cooling system cables;
  - (ii) hose connections for water leaks;
  - (iii) all electrical connections for tightness;
  - (iv) clocks;
  - (v) direction indicators, door and window handles;
  - (vi) doors, door rubbers, locks and keys;
  - (vii) generator and alternator belts for correct tension;
  - (viii) windscreens wipers and washers;
  - (ix) drills holes to templates;
10. in a workshop engaged exclusively in motorcycle and/or scooter repairs, assembles and/or strips units, other than engines, electrical fittings, telescopic forks, hydraulic shock absorbers and controls;
11. dismantles or strips down components, but shall exclude:
  - (a) Differentials, gearboxes, complete engines, power steering, components controlled by computerisation, control devices on front-wheel drives (trans-axles);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Attending to customers;
2. displaying goods;
3. keeping and controlling stocks

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

“**short-time**” refers to a temporary reduction in regular working hours, implemented when an employer can demonstrate a reasonable potential for financial recovery as a result of this measure, due to:

1. Demonstrable slackness of trade, evidenced by a reduction in service, repair, reconditioning, production, sales, or orders that poses a threat to the sustainability of the business.
2. Unforeseeable and unavoidable business interruptions including but not limited to shortage of essential materials, as well as disruptions such as loadshedding and water outages, directly impacting the ability to maintain ordinary production levels, not due to preventable logistical failures or circumstances beyond the employer’s control.
3. A breakdown of machinery or equipment caused by an unforeseen accident, rendering normal operations impossible for a definite period, and for which immediate repair is not possible or would exceed any reasonably projected short-time duration.
4. Force majeure events as defined by applicable law, including but not limited to natural disasters, declared national emergencies, or widespread public health crises, which render the continuation of ordinary hours of work impossible and are demonstrable beyond the employer’s reasonable control.
5. In Sector 5 short-time includes the partial closure of the establishment due to site revamps or upgrades.

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

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

“**Stock-taking**” is not included in the definition for short-time, and shall be defined as “a planned and periodic business activity undertaken by an employer for the purposes of verifying, counting, and reconciling inventory or stock on hand, which may necessitate a temporary suspension or reduction of normal operations”.

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

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

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

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

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

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

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

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

**“tearoom, restaurant and catering establishment”** means an employer who is associated with his employees for the purpose of preparing, serving or providing meals or refreshments (whether liquid

or otherwise) or both such meals and refreshments in or from any establishment or part thereof, whether permanent, temporary, indoors or in the open air, and includes such activities when carried on, in or from one or more classes of premises or parts thereof.

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

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

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

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

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

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

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

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

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

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

**“wage”** means the amount of money payable to an employee in respect of his ordinary hours of work

as prescribed in this Agreement:

Provided that –

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

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

“**watchman**” means an employee primarily occupied on –

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

“**week**” means –

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

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

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

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

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

### **CLAUSE 3: PARTICULARS OF EMPLOYMENT AND REMUNERATION**

#### **3.1. PRESUMPTIONS**

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

- (1) any period during which, in accordance with the requirements of his employer, he is present at or in any establishment;
- (2) any other period during which he is present at or in any such establishment;
- (3) any period during which he is in charge of any vehicle used in the industry, whether or not it is being driven;
- (4) the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or
- (5) the whole of any interval in his work if the duration of such interval is not shown in the records required to be kept in terms of Clause 12 of the Administrative Collective Agreement.

Provided that, if it is proved that any such employee was not working and was free to leave the premises during any part of any period referred to in paragraphs (2), (3), (4) or (5), the presumption established by this Clause shall not apply in respect of such employee with reference to that part of such period.

#### **3.2. LETTER OF APPOINTMENT**

- (1) Every employer shall, in respect of every employee, upon commencement of employment prepare written particulars of employment by way of either an employment contract or a letter of appointment as prescribed in Section 29 of the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997).
- (2) Every employer shall, in respect of every employee who at the time of coming into operation of this Agreement, was not in possession of a letter of appointment,

provide such employee with an abridged letter of appointment setting out the existing conditions of employment.

### **3.3. CHANGE IN CONDITIONS OF EMPLOYMENT**

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

### **3.4. PROHIBITED EMPLOYMENT**

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

### **3.5. CASUAL EMPLOYEES**

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

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

(3) For the purposes of this Cause 'hourly wage' shall mean the minimum weekly wage prescribed for the type of work on which the casual employee is employed, divided by 45.

### 3.6. FIXED TERM CONTRACT

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

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

### 3.7. TEMPORARY EMPLOYMENT SERVICE

- (1) For the purpose of this Clause-
  - (a) **"Temporary employment service"** means a person who operates a temporary employment service (formerly known as "Labour Brokers") and who for reward, procures or provides to a client and other persons –
    - (i) who render service to, or perform work for the client; and
    - (ii) who are remunerated by the temporary employment service.

- (b) A "client" means an employer registered as such in the Motor Industry in terms of Clause 10 of the Administrative Agreement.
- (c) Temporary employment services shall be registered with MIBCO and CIPRO in order to operate within the Motor Industry.
- (d) Temporary employment services shall comply with the Industry Social Security Benefits Agreements and fund rules.

(2) In accordance with section 198 of the Labour Relations Act 66 of 1995 as amended:

- (a) A person whose services have been procured for or provided to a client by a temporary employment service shall be the employee of that temporary employment service and the temporary employment service shall be that person's employer, and
- (b) the temporary employment service and the client shall be jointly and severally liable if the temporary employment service in respect of any of its employees contravenes -
  - (i) a collective Agreement concluded by a Bargaining Council that regulates terms and conditions of employment;
  - (ii) a binding arbitration award that regulates terms and conditions of employment;
  - (iii) the Basic Conditions of Employment Act; or
  - (iv) a determination made in terms of the Basic Conditions of Employment Act.

(3) An employer shall comply with all the provisions of this Agreement and the Administrative Agreement in respect of those persons rendering services at or in respect of his establishment through any arrangement or Agreement with a temporary employment service, as if those persons were employed by the employer.

(4) A person conducting business as a temporary employment service registered in terms of Clause 10 of the Administrative Agreement and Chapter I of Division C of this Agreement shall be entitled to supply labour to an employer or establishment falling under or registered in terms of any other Chapter of this Agreement.

(5) Notwithstanding anything else in this Clause no employer operating in sector 5 will have any of their core work force belonging to temporary employment services by the end of February 2012.

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

### **3.8. PAYMENT OF EARNINGS**

- (1) All earnings due shall be paid either hourly, daily, weekly, fortnightly or monthly, depending on the contract of employment, as the case may be in cash, bank deposit or electronic fund transfer. Provided that if bank payments are made, it shall be made at a time which permits money to be available on the day of payment.  
Provided further that at the request of the employee and with the consent of the employer the employee may be paid on another week-day, i.e. excluding Sunday.
  - (a) The time referred to in this sub-clause shall permit all employees who are being paid in cash, being paid by not later than their normal stopping time.
- (2) On the weekly or monthly pay-day referred to in sub-clause (1) of this clause, all employees to whom the special circumstances referred to in sub-clauses (4) and (6) of this Clause do not apply, shall be paid all the wages and all the allowances and/or commission other than leave pay accrued to them in respect of the week or month of employment just completed.
- (3) Where an employee assumes or returns to duty and has worked less than three shifts immediately preceding the ordinary pay-day the employer may carry over the earnings for such shift(s) to not later than the following pay-day.
- (4) The monthly earnings due to monthly paid employees shall be paid to them not later than the last working day of each calendar month: Provided that the commission on sales due to a motor vehicle salesperson shall not be calculated earlier than the 20th day of the month to which it relates and shall be paid by not later than the 7th day of the following month.

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

**Clause 4 of Division D of this Agreement]**

- (5) Upon termination of employment, the employer shall pay an employee his earnings calculated up to the time and date of termination of services, on the date of such termination.
- (6) An employer who wishes to change the day on which earnings are paid to his employees, shall notify his employees of his intention to change this day by displaying at least 14 days before the change takes place, a suitable notice in a prominent place on his premises.
- (7) All earnings shall be handed to employees in sealed containers on which shall be reflected, or which shall be accompanied by a statement showing –
  - (a) the name of the employer;
  - (b) the full names of the employee;
  - (c) the date of payment;
  - (d) the period in respect of which payment is made;
  - (e) the number of ordinary and overtime hours worked and the earnings due;
  - (f) the number of hours worked on a Sunday and the earnings due therefore;
  - (g) details of any other earnings;
  - (h) details of any deductions which have been made;
  - (i) the amount enclosed; and
  - (j) any amount due as leave pay in terms of the Main Agreement unless such leave pay has to be sent in terms of that Agreement to the secretary of a Regional Council.

**3.9. DEDUCTIONS FROM EARNINGS**

- (1) No employee shall be required as part of his contract of employment to board and/or lodge with his employer or at any place nominated by the employer or to purchase any goods from the employer;
- (2) Unless otherwise provided for in this Agreement, no deductions or set-off of any description, other than the following shall be made from the earnings which an employee would normally be entitled to receive:
  - (a) Where an employee is absent from work, other than on paid leave, a

deduction proportionate to such absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof:

Provided that –

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

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

**National Wage Threshold:**

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

- (i) For weekly earners –

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

- (ii) For monthly earners –

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

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

employee only:

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

- (3) traffic fines in cases where the guilty person has been identified beyond doubt; Provided that in the event of an employee being required to drive an un-roadworthy or unlicensed vehicle, such fines shall be excluded;
- (4) Deductions in terms of damage to vehicles or property in terms of sub-clause 9.3 of Division A of this Agreement: Provided that the maximum deduction may not exceed 30% of an employee's weekly/monthly earnings;
- (5) Deductions or set-off upon termination of employment from all moneys owing to an employee except pension and/or provident funds in respect of loans in terms of a signed acknowledgment of debt;  
Provided further that it would not be necessary to obtain the Regional Council or the Council's consent for deductions other than those enumerated above, if:
  - (a) deductions otherwise comply with this Clause;
  - (b) the employee signs a standard Council acknowledgment of debt;
- (6) the amount of the deduction is limited to 30% of the earnings, excluding statutory deductions; and
  - (a) a copy of the acknowledgment of debt is given to the employee;
- (7) Every employee shall, if so required by his employer, upon receiving payment of his earnings, acknowledge receipt thereof in writing;
- (8) If an employer, owing to clerical or accounting or administrative error, or miscalculation, pays an employee any remuneration or leave pay in excess of the amount legally payable, the employer shall be entitled to recover the amount of the overpayment by deduction from subsequent wages or earnings or leave pay, subject to the following conditions:
  - (a) The deductions may be made from one or more payments of earnings or leave pay, but no one deduction may exceed 20 per cent of the payment from which it is deducted;
  - (b) no such deduction shall be made unless the employer, in writing, notifies the employee at the time of the first deduction, and the Council within seven days of the first deduction, of the circumstances under which the

overpayment was made, the amount thereof, and the amount of the proposed deduction or deductions.

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

(1) **Employment on artisan's work -**

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

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

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

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

(c) No employee, other than an artisan, PR artisan, operative engine assembler, apprentice or trainee under the Skills Development Act 97 of 1998 as amended, shall perform artisan's work.

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

(a) a wage higher than that of his own class; or

(b) a rising scale of wages terminating in a wage higher than that of his own class, is prescribed shall pay to such employee in respect of that day –

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate; and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work.

(3) Any person that makes an arbitration award regarding the interpretation or

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

### **3.11. PIECE WORK**

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

### **3.12. COMMISSION WORK**

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

matter dealt within the notification and consider such representation before any change.

### **3.13. STAND-BY AND CALL-OUT ALLOWANCES**

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

(2) **Standby allowance:**

(a) Any employer may require an artisan or Division B employee to 'standby' on any Saturday and/or Sunday: Provided that such employee shall be entitled to notice, in writing, of not less than one week to that effect.

(b) Whenever an employee is required to 'stand by' in terms of this sub-clause he shall be paid, irrespective of whether he is required to work while on 'standby', a 'standby' allowance of not less than –

(i) **R94.10** from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;

(ii) **R98.81** for the period **01 September 2026 to 31 August 2027**; and

(iii) **R103.75** for the period **01 September 2027 to 31 August 2028**

in respect of each day on which he is required to do 'standby'.

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

(c) An employee who is required to 'standby' shall present himself for duty within one hour of being called and, where he fails to present himself, the 'standby' allowance shall be forfeited.

(d) The provisions of this Clause shall not apply to employees who before the close of business on Friday enter into an Agreement with their employers to supervise shift changes of and/or collect cash from forecourt attendants on the succeeding Saturday or Sunday.

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

(a) An employer may call out an artisan or Division B employee to work prior to his normal starting or after his normal finishing time on any day of the week:

Provided that a call-out allowance of –

(i) **R100.82** from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;

(ii) **R 105.86** for the period **01 September 2026 to 31 August 2027**; and

(iii) **R 111.15** for the period **01 September 2027 to 31 August 2028**

shall be paid in each case where such employee is so called out: Provided further that a call-out allowance shall not be paid to an employee in respect of the first call-out whilst such employee is paid a standby allowance for that day.

(b) An employee who is so called shall present himself for duty within one hour of being called and where he fails to present himself, the call-out allowance shall be forfeited.

(c) Whenever an employee is called out, the call-out allowance shall not be set off against remuneration payable in terms of this Agreement for such work.

### **3.14. TRAVELLING ALLOWANCES**

(1) An employer who requires an employee, other than a traveller, supply salesperson or service supply salesman, to work away from the establishment where he is ordinarily employed shall provide or arrange for the mode of transport, and shall pay such employee –

(a) whilst travelling as a passenger, at ordinary rates of wages, not exceeding, however, one day's pay in respect of every 24 consecutive hours' travelling time;

(b) whilst on the job or whilst travelling in a vehicle which he is required to drive, at ordinary rates of wages for any part of the work and/or driving which is done during the normal hours of the establishment in which he is employed, and at overtime rates as laid down in this Agreement for any part of the work and/or driving which is done outside of such normal hours;

(c) second-class return fare if he travels by train and a refund of the cost of his meals and bedding on the train;

(d) a refund of board and lodging when on the job or travelling to and from the job;

(e) for all other employees not less than –

(i) **R75.97** from the date of implementation as determined by the Minister

of Employment and Labour **to 31 August 2026**;

(ii) **R79.77** for the period **01 September 2026 to 31 August 2027**; and

(iii) **R83.76** for the period **01 September 2027 to 31 August 2028**

per night for such nights as he is prevented by his work from returning to his home.

(f) for all Chapter III employees not less than –

(i) **R76.69** from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;

(ii) **R80.52** for the period **01 September 2026 to 31 August 2027**; and

(iii) **R84.55** for the period **01 September 2027 to 31 August 2028**

per night for such nights as he is prevented by his work from returning to his home.

(2) A traveller, supply salesperson or service supply salesman who –

(a) on any journey undertaken in the performance of his duties is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, shall be –

(i) reimbursed by his employer against receipt or dockets for all expenses reasonably incurred by him for the provision of any meals and refreshments for himself during such period of absence not extending over a night; or

(ii) for all other employees paid a subsistence allowance or reimbursed by his employer against receipts or dockets for expenses reasonably incurred by him in respect of refreshments, meals and accommodation during each night of absence ('night' meaning for the purpose hereof the period between 23:00 and 04:00), not less than

(aa) **R141.75** from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;

(bb) **R148.84** for the period **01 September 2026 to 31 August 2027**;

and

(cc) **R156.28** for the period **01 September 2027 to 31 August 2028**

for each night or reimbursement of actual expenditure, whichever is the greater;

(iii) for all Chapter III employees paid a subsistence allowance or

reimbursed by his employer against receipts or dockets for expenses reasonably incurred by him in respect of refreshments, meals and accommodation during each night of absence ('night' meaning for the purpose hereof the period between 23:00 and 04:00), not less than

(aa) **R143.10** from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;

(bb) **R150.26** for the period **01 September 2026 to 31 August 2027**;  
and

(cc) **R157.77** for the period **01 September 2027 to 31 August 2028**  
for each night or reimbursement of actual expenditure, whichever is the greater;

(b) uses his employer's motor vehicle or who is required to travel by train or any other but his own means of conveyance, shall be reimbursed by his employer for all reasonable transport expenses incurred by him in the performance of his duties, and for the purposes of this paragraph the overnight garaging of a motor vehicle shall be deemed to be a transport expense

(c) is required or permitted to provide a motor vehicle for the performance of his duties, shall be paid by his employer an inclusive transport allowance in respect of each kilometre travelled in such vehicle in the performance of his duties; such transport allowance shall be as determined by the Council from time to time.

(3) Any allowances and expenses payable to a traveller, supply sales person or service supply salesman in terms of sub-clause (2) shall be paid by his employer within seven days of such employee's written claim therefor: Provided that the employee shall not submit more than one claim for any such allowances and expenses in any one week, nor shall he submit such claims at intervals between claims of more than one month.

(4) The provisions of this Clause shall not apply to mobile workshops: Provided that bedding and cooking equipment are supplied by the employer.

## CLAUSE 4 – REGULATION OF WORKING HOURS

### 4.1. HOURS OF WORK

#### A. Division B employees

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

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

**Note:**

- (i) Employers may apply for exemption from the provisions of sub-clause (1)(c) of this Clause, which exemption shall be subject to compliance with predetermined guidelines.
- (ii) Any change to an employee's ordinary hours of work, which prevailed at the date of publication of this Agreement, shall be subject to mutual Agreement having been reached between himself and his employer and no intimidation shall be exercised by an employer to reach such Agreement.]

(e) The ordinary hours of work of a part-time employee shall not exceed five hours on any day.

(2) No employer shall require or permit any employee –

- (a) to work for a continuous period of more than five hours without an uninterrupted interval of not less than one hour:  
Provided that, for the purposes of this paragraph, a period of work interrupted by a period of less than one hour shall be deemed to be

continuous:

Provided further that an employer may agree with those of his employees who normally work on only five days each week that the uninterrupted interval referred to in paragraph (a) of this sub-clause shall be reduced to not less than 30 minutes, but before a reduced interval may be put into operation the employer shall enter the details of the Agreement to the reduced interval, including the terms thereof and the employee's consent thereto, in a proper record to be kept for inspection purposes;

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

**B. All other employees**

- (1) With the exception of the employees earning above the National Wage Threshold of this Division, the ordinary hours of work of a workshop employee shall not exceed 45 hours, excluding meal intervals, in any one week and not more than nine and a quarter hours, excluding a meal interval, on any one day.
- (2) A workshop employee shall not be required or permitted to work for a continuous period of more than six hours without being granted an uninterrupted meal interval of at least one hour –
  - (a) For the purposes of this paragraph, a period or periods of work interrupted by intervals of less than one hour shall be deemed to be a continuous period.

An employer may, however, agree with his employees that the said uninterrupted meal break may be reduced to not less than thirty minutes;

(b) Whenever an Agreement has been reached between the employer and his employees to reduce the meal break to 30 minutes, such Agreement shall be recorded in writing and be kept on record for inspection purposes;

(3) Workshop employees shall not be required to work their ordinary weekly hours over more than six days in any week, nor shall other employees be required to work their ordinary weekly hours over more than six days in any week.

(4) In respect of establishments registered under Chapters I and IV of Division C of this Agreement only, the following shall apply:

(a) the ordinary hours of work of workshop employees shall be contained between the hours of 06:00 and 23:00, subject to the provisions relating to the payment of shift allowances;

(b) a shift shall run for a continuous period of nine hours excluding meal breaks; provided that overtime shall be paid only after 45 hours in any week having been completed, irrespective of the hours of work per day and provided further that this provision shall not apply in cases where an employee is absent from work for part of the week due to proven illness, annual leave, family responsibility leave or absence with the consent of the employer.

(c) a shift shall run for a continuous period of nine hours excluding meal breaks after which overtime shall be payable;

(d) the determination of a shift pattern shall be arranged by mutual Agreement between the employer and his employees;

(e) no employee shall be required or permitted to work more than one shift in any 24-hour period, with the exception of shift changes;

(f) employees may, subject to their consent, work more than two Sundays per month;

(g) a 10% shift allowance shall be paid in respect of shifts commencing after 14:00: Provided that this paragraph shall not be applicable to forecourt attendants and cashiers;

(h) transport for employees whose shifts ends after 20:00 may be arranged by mutual Agreement between the employer and his employees: Provided that where an employer and his employees cannot reach mutual Agreement, the

Regional Council concerned may be requested to assist in arriving at such an Agreement;

(i) an employee shall be granted a rest period of not less than 36 hours after having worked his ordinary hours per week.

(j) employees may, subject to their consent and sub-clause (2)(b) hereof, work flexible working hours over seven days a week and for hours beyond 08:00 to 17:00.

(5) All workshop employees, except service supply salesmen (employed only in establishments registered under Chapters I and IV of Division C of this Agreement), shall be entitled to and be granted a rest interval of ten minutes as near as practicable to the middle of each morning and afternoon work period and such interval shall, for the purpose of calculating wages, be reckoned as part of the ordinary working hours.

(6) Whenever any service supply salesperson is at any time during the course of his employment required to work away from the establishment of his employer, the provisions of sub-clause (2) of this Clause shall not apply and the hours of work stipulated in sub-clause (1) of this Clause may for purposes of such work be extended by up to 15 minutes in a day but not more than 60 minutes in a week.

(7) Notwithstanding anything to the contrary contained in this Agreement, it shall be permissible, whenever in any parking garage a night parking service is conducted, to employ Parking Garage Attendant between 18:00 on any day and 08:00 on the next day for the purposes of night parking services only, for a maximum of seven hours per night on seven successive nights:

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

(8) Whenever a Parking Garage Attendant is employed on night parking services he shall be paid by his employer not less than one week's wages as laid down in Clause 2 of Chapter I of Division C of this Agreement for the first 45 hours of his employment in any such week and for any hours worked in excess of 45 hours in any week such Parking Garage Attendant shall be paid at a rate of not less than one and a half times his ordinary wage.

(9) Subject to the provisions of sub-clause 3.9(2) of this Division relating to absences from employment and Clause 4.6 of this Division relating to short-time, whenever –

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

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

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

#### 4.2. OVERTIME

##### A. Division B employees

- (1) Where any employee is required or permitted to work in excess of the days or hours prescribed in sub-clause 4.1 of this Division, any such excess shall be overtime and the employee shall be paid for the overtime at the rates specified in sub-clause (8) of

this clause: Provided that overtime shall not extend beyond 23:00 Mondays to Fridays, and 18:00 on Saturdays.

- (a) The provisions of this Clause shall be subject to the provisions of sub-clause 4.3 dealing with work on Sundays.
- (2) No employee shall be required or permitted to work overtime for more than 10 hours in any one week.
- (3) An employee may be required to work an additional 10 hours' overtime over and above the 10 hours referred to in sub-clause (2) of this Clause, provided a licence of exemption has been obtained as follows:
  - (a) The employer shall submit an application to the Regional Secretary of the Regional Council;
  - (b) the Regional Secretary of the Regional Council shall consult with the employers' organisation and the trade union representing the employees concerned on the merits of the application for exemption; and
  - (c) if approved, the Regional Secretary of the Regional Council shall issue a suitable licence of exemption (subject to the provisions of this sub-clause that authorise the additional overtime to a maximum of 10 hours per week); and
  - (d) the Regional Secretary shall submit the licence of exemption to the Regional Council for ratification at the next meeting of the Regional Council and, failing ratification, the licence of exemption shall be null and void.
- (4) The maximum of the total overtime (overtime and the additional overtime together) shall not exceed 60 hours in any period of four continuous weeks.
- (5) Whenever an employee is requested to work overtime in excess of 10 hours (additional overtime) his employer shall notify the employee not less than 72 hours in advance of the intention to work such additional overtime.
- (6) Notwithstanding any other provision, no employee shall qualify for overtime payment in respect of any week during which he has worked less than 45 hours. The required 45 hours to qualify for overtime shall be subject to a *pro rata* reduction if any of the following occur in a particular week:
  - (a) Statutory public holidays during the week referred to in sub-clause 9.6 of Division A; and/or
  - (b) absence during the week with the permission or condonation of the

employer; and/or

(c) the commencement of a new contract of employment during that week

(7) An employee who is aggrieved by the employer's non-condonation of his absence for purposes of calculating the 45 hours for purposes of calculating overtime may appeal to a Regional Council against the employer's decision. The Regional Council may, after considering any reasons that may be submitted in support of such decision, confirm that decision or give such other decision as in its opinion ought to have been given in that case. The employee shall have the right to further appeal against the Regional Council's decision to the Independent Board, whose decision shall be final.

(8) An employee shall not be paid less for overtime than –

(a) one and a half time the ordinary wages for overtime worked between 06:00 and 23:00;

(b) double the ordinary wages for overtime worked between 23:00 and 06:00 and/or on statutory public holidays.

(9) No employee shall be required or permitted to work overtime in excess of two hours after the completion of his ordinary working hours on any particular day, unless such employee has been –

i) provided with an adequate meal prior to the commencement of such overtime; or

ii) for all other employees, paid a minimum allowance of

(aa) **R10.50** from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;

(bb) **R11.03** for the period **01 September 2026 to 31 August 2027**; and

(cc) **R11.58** for the period **01 September 2027 to 31 August 2028**

sufficiently in advance to enable such employee to obtain a meal prior to the commencement of the overtime work.

iii) for all Chapter III employees, paid a minimum allowance of

(aa) **R10.60** from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;

(bb) **R11.13** for the period **01 September 2026 to 31 August 2027**; and

(cc) **R11.69** for the period **01 September 2027 to 31 August 2028**

sufficiently in advance to enable such employee to obtain a meal prior to the commencement of the overtime work.

- iv) for Sector 5 Forecourt Attendants, paid a minimum allowance of
  - (aa) **R10.60** from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;
  - (bb) **R11.13** for the period **01 September 2026 to 31 August 2027**; and
  - (cc) **R11.58** for the period **01 September 2027 to 31 August 2028** sufficiently in advance to enable such employee to obtain a meal prior to the commencement of the overtime work.
- v) for Sector 5 Cashiers and Chars, paid a minimum allowance of
  - (aa) **R10.60** from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;
  - (bb) **R11.02** for the period **01 September 2026 to 31 August 2027**; and
  - (cc) **R11.46** for the period **01 September 2027 to 31 August 2028** sufficiently in advance to enable such employee to obtain a meal prior to the commencement of the overtime work.

(10) Notwithstanding anything to the contrary contained in this Clause, no employee shall be required or permitted to work -

- (a) overtime for purposes of stock-taking for more than 15 hours in any one year or 15 hours spread over a period of more than 12 consecutive days;
- (b) overtime for purposes other than stock-taking in excess of four hours on any one day:

Provided that whenever any employee is required to work overtime for purposes of stock-taking, his employer shall give written notice of not less than seven days of the intention to work such overtime to the employee concerned.

(11) Sub-clause (10) shall apply to workshop administrative staff, clerical employees employed by filling and/or service stations and supply salespersons.

(12) Notwithstanding any provision to the contrary, no employee shall be required to work overtime other than on a voluntary basis, free from any form of coercion, intimidation or victimisation.

**B. All other employees**

(1) For the purpose of this Clause, "overtime" means all time worked, other than on Sundays, in excess of the number of ordinary hours of work prescribed in sub-clause

## 4.1 of this Division:

- (a) With the exception of the employees referred to in Division A, sub-clause 1 (3)(a) & (3)(b) of this Division, no employee shall be required or permitted to work overtime for more than 10 hours in any one week.
- (b) An additional 10 hours overtime may be worked by workshop employees employed in establishments registered under Chapters II, III and V of Division C, subject to the following conditions:
  - (i) the Regional Secretary of the Regional Council concerned shall consult with the employers' organisation and trade union representing the employees concerned, and if approved, issue a suitable licence of exemption authorising the additional overtime;
  - (ii) all overtime prescribed in sub-clause (2)(a) and (b) of this Clause shall be limited to 60 hours in any period of four continuous weeks;
  - (iii) licences of exemption issued shall be submitted to the Regional Council concerned for ratification at the next ensuing meeting of the Regional Council;
  - (iv) whenever a workshop employee is requested to work overtime in excess of 10 hours, his employer shall give notice of not less than 48 hours of the intention to work such additional overtime to the employee concerned.

(2) The minimum rates at which employees shall be remunerated for overtime worked shall be as follows:

- (a) In respect of workshop employees and grade I employees employed in establishments registered under Chapters I and IV of Division C of this Agreement -
  - (i) one and a half times his ordinary rate of remuneration for overtime worked between 06:00 and 23:00;
  - (ii) double his ordinary rate of remuneration for overtime worked between 23:00 and 06:00.
- (c) In respect of workshop employees and chars employed in establishments registered under Chapter II of Division C of this Agreement -]
  - (i) in the case of an artisan: one and a half times his ordinary rate of remuneration; and
  - (ii) in the case of an employee other than an artisan: one and a third times

his ordinary rate of remuneration.]

- (d) In respect of Chapter III of Division C of this Agreement, all employees shall be remunerated for overtime worked at a rate of one and a half times their ordinary hourly rate.
- (e) In respect of all workshop employees and chars employed in establishments registered under Chapter V of Division C of this Agreement: One and a half times their normal rate of pay for overtime.

(3) Grade I and grade 2 employees, drivers of light vehicles and drivers of heavy vehicles, employed in establishments registered under Chapters I and IV of Division C of this Agreement and all employees employed in establishments registered under Chapters II, III and V of Division C, shall not qualify for overtime in respect of any week during which they worked less than 45 hours, this figure being subject to *pro rata* reduction in respect of the following that occur during a particular week:

- (a) A statutory public holiday.
- (b) Absence with the permission or condonation of the employer: Provided that an employee who is aggrieved by his employer's non-condonation of his absence may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may, after considering any reasons that may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case; in the event of the employee not being satisfied with the Regional Council's decision he may appeal against it to the Independent Board, whose decision shall be final.
- (c) the beginning of a new contract of employment.

(4) The provisions of sub-clause 4.1 (B) of this Division and sub-clause (2) of this Clause, shall not apply to any employee employed in an establishment registered under Chapters II, III and V of Division C of this Agreement, while employed on work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft, or a breakdown of plant or machinery, must be done without delay or on any work in connection with the overhauling or repairing of plant or machinery that cannot be performed during ordinary working hours.

#### 4.3. SUNDAY WORK

##### A. Division B employees

(1) **The right to work on Sundays –**

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

(2) **Hours of work on Sundays –**

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

(3) **Pay for Sunday work –**

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

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

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

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

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

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

(2) **Pay for Sunday work:**

- (a) Whenever any employee other than a general worker, forecourt attendant and an employee in vulcanising establishments works on a Sunday, his employer shall pay him at the rate of double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer shall pay the employee at one and one-half times the employee's wage for each hour work.

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

#### 4.4. SHIFT WORK

- (1) The following provisions shall apply to shifts worked in a vulcanising establishment registered under Chapter I of Division C of this Agreement and in establishments registered under Chapters II, III and Chapter V of Division C of this Agreement:
  - (a) No normal shift shall exceed nine and a quarter hours;
  - (b) not less than eight hours shall elapse between successive shifts of any employee;
  - (c) where an employee is employed between 18h00 and 06h00 his employer shall pay him at his ordinary rate of remuneration, plus 10 percent for each hour or part of an hour worked between these times;
  - (d) subject to sub-clause (3) of this Clause, time worked by an employee after the completion of his normal shift shall, subject to the proviso to sub-clause 4.2 B(4) of this Division, be regarded as overtime and be paid for in accordance with the overtime rates prescribed in the said Clause.
- (2) In respect of a vulcanising establishment registered under Chapter I of Division C and a vehicle body building establishment registered under Chapter II of Division C, no shifts shall be worked between 18:00 on Saturday and 06:00 on Monday.
- (3) Where an employee's ordinary shift or part of it is worked on a Sunday in an

establishment registered under Chapters III and V of Division C, the employee concerned shall be remunerated for such shift as follows:

- (a) if the major portion of such shift is worked on a Sunday, the entire shift shall be deemed to have been worked on a Sunday and the employee shall be paid for it in terms of sub-clause 4.3 of this Division;
- (b) if the lesser portion of such shift is worked on a Sunday, the entire shift shall be deemed to have been worked on a weekday, and the employee shall, subject to sub-clause (1) of this Clause, be remunerated in terms of such shift at his ordinary rate of remuneration.

#### 4.5. NIGHT WORK

- (1) An employer who requires an employee to perform work on a regular basis after 23:00 and before 06:00 the next day must –
  - (a) inform the employee in writing, or orally if the employee is not able to understand a written communication, in a language that the employee understands –
    - (i) of any health and safety hazards associated with the work that the employee is required to perform; and
    - (ii) of the employee's right to undergo a medical examination in terms of sub-clause (b);
  - (b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards –
    - (i) before the employee starts, or within a reasonable period of the employee starting, such work; and
    - (ii) at appropriate intervals while the employee continues to perform such work; and
  - (c) transfer the employee to suitable day work within a reasonable time if –
    - (i) the employee suffers from a health condition associated with the performance of night work; and
    - (ii) it is practicable for the employer to do so.
- (2) For the purposes of sub-clause (1), an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per month or 50 times per year.

**4.6. SHORT-TIME**

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

Provided that -

- (a) where such short-time is owing to slackness of trade and/or shortage of materials, if an employee is required not to attend the establishment on a particular day, the employer shall notify him of the fact not later than the day immediately preceding the day on which he is not required to work, and where the employee is expressly required by the employer to report at the establishment on any particular day for the purpose of ascertaining whether work will be available, he shall, if no work or if work of less than four hours' duration is available, be paid not less than four hours' in respect of such day;
- (b) in respect of employees employed in establishments registered under Chapters III and V of Division C of this Agreement, no deduction shall be made in the case of short-time owing to a power failure or water cuts or a general breakdown of plant or machinery, in respect of the first hour not worked, unless the employer has given his employee notice not later than on the immediately preceding day that no work will be available.

(2) In the event of short-time being worked an employer shall not be required to pay wages to his employees except for the period actually worked or as otherwise expressly provided for in sub-clause (1) of this Clause.

(3) An employee may not be placed on short-time on any of the days that are public holidays in terms of section 1, or declared as such under section 2 of the Public Holidays Act, 1994.

(4) Payment for public holidays during short-time shall be at short-time rates provided four calendar days' notice has been given to the employees.

(5) In the event of any employee being placed on short-time in excess of four weeks, the employer concerned shall provide the Regional Council with jurisdiction over the establishment with the following information in writing:

- (a) The names of all employees placed on short-time;
- (b) the reasons for extending the working of short-time beyond four weeks;
- (c) the date on which short-time commenced; and

- (d) the estimated duration of short-time.
- (6) In the event of short-time exceeding eight weeks the Regional Secretary shall report the matter to the Regional Council concerned.
- (7) An apprentice and trainee undergoing training under the Skills Development Act 97 of 1998 as amended, may not be placed on short-time except with the approval of the SETA.

#### **4.7. SPECIAL PROVISIONS RELATING TO WATCHMEN**

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

(i) For the period from the date of implementation as determined by the **Minister of Employment and Labour to 31 August 2026**; –

**R1 649.15** per week.

(ii) For the period **01 September 2026 to 31 August 2027**; –

**R1 731.61** per week.

(iii) For the period **01 September 2027 to 31 August 2028**; –

**R1 818.19** per week.

(b) **Sectors 6 –**

(i) For the period from the date of implementation as determined by the **Minister of Employment and Labour to 31 August 2026**; –

**R1 708.17** per week.

(ii) For the period **01 September 2026 to 31 August 2027**; –

**R1793.58** per week.

(iii) For the period **01 September 2027 to 31 August 2028**; –

**R1883.26** per week.

(c) **Chapter III –**

(i) For the period from the date of implementation as determined by the **Minister of Employment and Labour to 31 August 2026**; –

**R1 811.53** per week.

(ii) For the period **01 September 2026 to 31 August 2027**; –

**R1 902.11** per week.

(iii) For the period **01 September 2027 to 31 August 2028**; –

**R1 997.22** per week.

(d) Provided that whenever, on the instructions of his employer, a watchman carries out the physical searching of any person or vehicle entering or leaving his employer's premises –

i) at all other establishments, shall be paid an allowance of –

(aa) **R5.85** from the date of implementation as determined by the **Minister of Employment and Labour to 31 August 2026**;

(bb) **R6.14** for the period **01 September 2026 to 31 August 2027**;  
and

(cc) **R6.45** for the period **01 September 2027 to 31 August 2028**  
 per week in addition to his normal wage.

ii) for all Chapter III establishments, shall be paid an allowance of –  
 (aa) **R5.90** from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;

(bb) **R6.20** for the period **01 September 2026 to 31 August 2027**;  
 and

(cc) **R6.51** for the period **01 September 2027 to 31 August 2028**  
 per week in addition to his normal wage.

(4) Subject to the provisions of sub-clause (5)(a) of this Clause, three weeks' leave on full pay shall be granted to all watchmen who have completed 12 months of continuous employment with the same employer since the date of engagement or from the date on which the previous leave fell due, whichever is the later.

(5) Subject to the provisions of sub-clause (5)(a) of this Clause, four weeks' leave on full pay shall be granted to all watchmen who have completed 8 or more periods of continuous employment with the same employer since the date of engagement, subject to the following condition:

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

## CLAUSE 5: LEAVE

### 5.1. ANNUAL LEAVE AND ACCRUED LEAVE PAY

#### (1) Definitions

For the purposes of this Clause:

(a) "leave cycle" means the period during which an employee earns three week's leave in terms of sub-clause (2) of this Clause;

(b) the terms "employment" and "shift" shall be deemed to include -  
 (i) shifts which are of shorter duration than those permitted in terms of this Agreement, because -

- (aa) the employee arrived late at his place of work, but such lateness did not exceed half-an-hour; or
- (bb) short-time was worked; or
- (cc) such shorter shifts were worked with the permission of the employer;

(ii) shifts that the employee concerned normally would have worked but did not work because he was -

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

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

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

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

employment, or if a period of less than 52 weeks has been worked, the average amount received by or accrued for an employee in respect of the number of complete weeks actually worked.

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

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

(2) **Annual Leave**

(a) **Three weeks' leave**

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

(b) **Four weeks' leave**

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

(i) **Chapter III employees only**

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

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

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

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

**SCHEDULE**

- (i) Weekly-paid employees, other than Parking Garage Attendants employed at a parking garage exclusively on the duties connected with night parking services –
  - (aa) normally working a five-and-a-half day week: 313 shifts, excluding overtime;
  - (bb) normally working a five-day working week: 261 shifts, excluding overtime.
- (ii) Monthly paid employees and Parking Garage Attendants employed at a parking garage exclusively in the duties connected with night parking services: 12 months.

**(3) Commencement of Annual Leave**

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

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

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

**(4) Calculation of Annual Leave**

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

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

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

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

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

(i) add one working day on full pay to the said period of leave in respect of each such paid public holiday; or

(ii) pay to the employee in question one normal day's pay in lieu of leave on the pay-day immediately following such employee's period of leave.

(6) **Prohibition relating to Annual Leave**

(a) Annual leave shall not be concurrent with any period during which the employee is under notice of termination of employment.

(b) Sick leave shall not be concurrent with any period during which the employee is on annual leave, i.e. sick leave cannot be taken whilst on annual leave.

(c) Subject to sub-clause (6)(a) of this Clause, an employer shall permit an employee, at the employee's written request, to take leave during a period of unpaid leave which permission shall not unreasonably be withheld.

(d) An employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave on full pay granted to the employee at the employee's request in that leave cycle.

(e) No employee shall engage in his normal occupation during the period of his leave and no employer shall require or knowingly permit any employee to work in the Industry during the period of his leave.

(7) **Deductions from leave pay**

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

(a) Staff loans shall be limited to mutually agreed upon amounts advanced as

a bona fide loan;

- (b) The employee shall consent to the staff loan in writing (acknowledgement of the loan stipulating the amount of the loan, interest if any, instalments and the terms of the loan);
- (c) A copy of the acknowledgement of the loan shall be kept for purposes of MIBCO inspections and the employee concerned shall be handed a copy thereof;
- (d) The maximum amount deducted each month shall be in accordance with the limitations set out in clause 7 of the Administrative Agreement;
- (e) The aforementioned limitations may be exceeded in the event of termination of employment of whatever reasons with the written approval from the Regional Council concerned.

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

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

**(9) Accrued Leave Pay**

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

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

for six months' employment, leave pay is  $\frac{1}{2} \times$  times three weeks' pay;  
for 13 weeks' employment, leave pay is  $\frac{1}{4} \times$  times three weeks' pay;  
for five weeks' employment, leave pay is  $\frac{5}{52} \times$  three weeks' pay.

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

six months is  $\frac{1}{2} \times 9/13 \times$  one month's pay;  
13 weeks is  $\frac{1}{4} \times 9/13 \times$  one month's pay;  
five weeks is  $\frac{5}{52} \times 9/13 \times$  one month's pay.

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

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

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

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

rate of not less than he would normally have received for his ordinary working hours for that day of the week:

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

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

## 5.2. SICK LEAVE

- (1) "**Sick leave cycle**" means the period of 36 months' employment with the same employer immediately following -
  - (a) an employee's commencement of employment; or
  - (b) the completion of that employee's prior sick leave cycle.
- (2) During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks, i.e. 30 working days if he normally works a five-day week or 36 working days if he normally works a six-day week.
- (3) Despite sub-clause (2), during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 days worked.
- (4) During an employee's first sick leave cycle, an employer may reduce the employee's entitlement of sick leave in terms of sub-clause (2) by the number of days' sick leave taken in terms of sub-clause (3).
- (5) Subject to sub-clause (7), an employer must pay an employee for a day's sick leave
  - 
  - (a) the wage the employee would ordinarily have received for work on that day; and
  - (b) on the employee's usual pay day.

(6) An employee may take one day per year sick leave in terms of the provisions of this Clause for medical tests, e.g. PAP smears, TB tests and/or similar health care tests: Provided that proof is supplied to the employer that the employee did undergo those tests.

(7) A person who is required by his employer to produce a medical certificate if he has been absent from work for more than one day or more than two occasions during an 8 week period, shall produce such medical certificate as issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with the Professional Council established by an Act of Parliament within a period of not more than two days after his return to duty or such employee shall forfeit his right to sick pay; provided that where the employee is absent from work as a result of sick leave on any day or days from Friday to Monday (inclusive) and such day/days form part of his normal working week, he shall be required to produce such a medical certificate for such day/days"

(a) Provided further that should any person be absent the day before or after a Public Holiday he shall be required to produce such a medical certificate for such day/days"

(b) If it is not reasonably practicable for an employee who lives on the employer's premises to obtain a medical certificate, the employer may not withhold payment in terms of sub-clause (7) unless the employer provides reasonable assistance to the employee to obtain the certificate.

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

### **5.3. MATERNITY AND PARENTAL LEAVE**

(1) An employee is entitled to a maximum of six consecutive months' maternity leave, and may exercise the option to return to work earlier.

(2) An employee may commence maternity leave –

(a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or

(b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.

- (3) No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- (4) An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.
- (5) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to -
  - (a) commence maternity or parental leave; and
  - (b) return to work after maternity or parental leave.
- (6) Notification in terms of sub-clause (5) must be given -
  - (a) at least four weeks before the employee intends to commence maternity or parental leave; or
  - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- (7) For the purposes of calculating the period of employment in the Industry, the period an employee is on maternity or parental leave, shall be regarded as employment in the Industry.

#### **5.4 OTHER PARENTAL LEAVE**

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

#### **5.5 FAMILY RESPONSIBILITY LEAVE**

- (1) An employer shall, upon request, grant an employee, who has been in his employment for at least 4 months, during each annual leave cycle, a maximum of 3 days' paid family responsibility leave per annum in the aggregate in the following circumstances:
  - (a) When the employee's child is sick; or
  - (b) In the event of the death of-
    - (i) the employee's spouse or life partner; or
    - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

(2) Subject to sub-clause (4), an employer shall pay an employee for a day's family responsibility leave –

(a) the wage the employee would ordinarily have received for work on that day; and

(b) on the employee's usual pay day.

(3) An employee may take family responsibility leave in respect of the whole or part of a day.

(4) Before paying an employee for leave in terms of this section, an employer may require reasonable proof of an event contemplated in sub-clause (1) for which the leave was required.

## **CLAUSE 6: ADDITIONAL HOLIDAY PAY & HOLIDAY BONUS**

### **6.1. HOLIDAY BONUS**

(1) **Rates**

(a) Employees who qualify for paid annual leave shall be paid a holiday bonus by their employers, excluding motor vehicles salesperson, supply salespersons and employees for whom additional holiday pay is prescribed in terms of this Agreement.

(b) The amount of the holiday bonus referred in paragraph (a) of this sub-clause shall be two weeks' wages, with a maximum payment of –

(i) For the period from the date of implementation as determined by the Minister of Employment and Labour to **31 August 2026**  
**R6 664.01** per annum.

(ii) For the period **01 September 2026 to 31 August 2027**:  
**R6 997.21** per annum.

(iii) For the period **01 September 2027 to 31 August 2028**:  
**R7 347.07** per annum.

provided that in the case of establishments registered under **Chapter III** of Division C of this Agreement, the leave bonus will be three weeks calculated on actual wages (no capping) with effect

from 25 September 2007.

- (c) Payment of the bonus shall be made as follows by mutual Agreement between employer and employee:
  - (i) on completion of 12 month's service; or
  - (ii) at commencement of the employee's annual leave; or
  - (iii) not later than the 20th day of December each year;
  - (iv) The holiday bonus shall become due and payable at the same date as the annual leave falls due.
  - (v) Provided that in the event of Agreement not having been reached between the employer and the employee, the bonus shall be payable to the employee on completion of his leave cycle.
- (d) The amount of the holiday bonus referred to in paragraph (b) of this sub-clause shall be reduced by one fifty-second for each week during which the employee does not work a full five shifts, a "shift" for this purpose having the meaning given to this term in sub-clause 5.1(1)(ii) of this Division.

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

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

**6.2. ADDITIONAL HOLIDAY PAY: APPLICABLE ONLY TO GRADE 7 & 8 EMPLOYEES****A. All Other Establishments:****(1) Rates –**

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

**Payable in respect of a Grade 7 employee:**

(i) For the period from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**:

**R116.66** per week

(ii) For the period **01 September 2026 to 31 August 2027**:

**R122.49** per week

(iii) For the period **01 September 2027 to 31 August 2028**:

**R128.61** per week.

**Payable in respect of a Grade 8 employee:**

(i) For the period from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**:

**R133.34** per week

(ii) For the period **01 September 2026 to 31 August 2027**:

**R140.01** per week

(iii) For the period **01 September 2027 to 31 August 2028**:

**R147.01** per week.

**B. Chapter III Establishments:****(2) Rates –**

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

**Payable in respect of a Grade 7 employee:**

(i) For the period from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**:

**R117.77** per week

(ii) For the period **01 September 2026 to 31 August 2027**:

**R123.66** per week

(iii) For the period **01 September 2027 to 31 August 2028**:

**R129.84** per week.

**Payable in respect of a Grade 8 employee:**

(i) For the period from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**:

**R134.61** per week

(ii) For the period **01 September 2026 to 31 August 2027**:

**R141.34** per week

(iii) For the period **01 September 2027 to 31 August 2028**:

**R148.41** per week.

(c) Provided that:

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

(aa) owing to sickness or accident not exceeding in the aggregate 30 days for a 5-day working week, or 36 days for a 6-day working week, over a three year period;

(bb) because of short-time; or

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

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

Subject to the provisions of sub-clause (3) of this Clause, the amounts payable in terms of sub-clause (1) of this Clause shall be remitted by the employer monthly, but not later than the 10th day of the month immediately following that to which such amounts refer, together with a written statement of the names of the employees concerned and the amount of the additional holiday pay being sent for each such employee to the secretary of the Regional Council in whose area of jurisdiction the establishment is situated.

**Note:**

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

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

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

(5) **Payable before beginning of period of leave –**

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

(6) **Deductions from additional holiday pay –**

Except as provided elsewhere in this Agreement, no deduction from additional

holiday pay shall be made as a set-off against any money that may be owing to the employer.

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

Additional holiday pay held by a Regional Council or by an employer on behalf of an employee who for health reasons or any other incapacity has become unable to continue at his occupation shall become payable immediately to the employee, and additional holiday pay due to an employee who dies in the course of his employment shall become payable immediately to his estate.

(8) **Special account –**

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

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

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

- (a) if he leaves the Industry, on the expiration of 52 weeks calculated from the date on which the additional holiday pay commenced to accrue;
- (b) while he is employed in the Industry, when he proceeds on annual leave, or earlier, at the discretion of the Regional Council concerned.

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

(10) **Interest on late payment to Council –**

Should any amount due in terms of this Clause not be received by the Council by 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in Clause 23 of the Administrative Agreement, from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned

Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

### 6.3. ADDITIONAL HOLIDAY PAY FOR APPRENTICES

(1) Every employer shall in respect of every apprentice and trainee contracted to

undergo artisan training under the Skills Development Act 97 of 1998 as amended, employed by him pay additional holiday pay for each week of employment as follows:

(a) In the case of apprentices who have entered into three year contracts of apprenticeship:

(i) For the period from the date of implementation as determined by the Minister of Employment and Labour to **31 August 2026**:

For first year of contract	<b>R65.82</b>
For second year of contract	<b>R73.49</b>
For third year of contract	<b>R100.24</b>

(ii) For the period **01 September 2026 to 31 August 2027**:

For first year of contract	<b>R67.79</b>
For second year of contract	<b>R75.69</b>
For third year of contract	<b>R103.25</b>

(iii) For the period **01 September 2027 to 31 August 2028**:

For first year of contract	<b>R69.82</b>
For second year of contract	<b>R77.96</b>
For third year of contract	<b>R106.35</b>

(b) In the case of apprentices who have entered into four-year contracts of apprenticeship:

(i) For the period from the date of implementation as determined by the Minister of Employment and Labour to **31 August 2026**:

For first year of contract	<b>R65.82</b>
For second year of contract	<b>R72.17</b>
For third year of contract	<b>R81.55</b>
For fourth year of contract	<b>R100.24</b>

(ii) For the period **01 September 2026 to 31 August 2027**:

For first year of contract	<b>R67.79</b>
For second year of contract	<b>R74.34</b>
For third year of contract	<b>R84.00</b>

	For fourth year of contract	<b>R103.25</b>
(iii)	<b>For the period 01 September 2027 to 31 August 2028:</b>	
	For first year of contract	<b>R69.82</b>
	For second year of contract	<b>R76.57</b>
	For third year of contract	<b>R86.52</b>
	For fourth year of contract	<b>R106.35</b>
(c)	Provided that –	
	(i)	where an apprentice and trainees undergoing training under the Skills Development Act 97 of 1998 as amended, receives or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall be payable on behalf of such employee in respect of that week, unless such lesser wages are attributable to absences from work –
		(aa) owing to sickness or accident not exceeding in the aggregate 30 days for a 5-day working week, or 36 days for a 6-day working week, over a three year period;
		(bb) because of short-time where permission has been granted; or
	(ii)	where in any leave cycle an apprentice and trainees undergoing training under the Skills Development Act of 97 1998 as amended, has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay by one fifth of the weekly amount payable in respect of each further day of absence through illness or accident.
(2)	Subject to the provisions of sub-clause (3) of this Clause, the amounts payable in terms of sub-clause (1) of this Clause shall be remitted by the employer monthly, but not later than the 10th day of the month immediately following that to which such amounts refer, together with a written statement of the names of the employees concerned and the amount of the additional holiday pay being sent for each such employee to the secretary of the Regional Council in whose area of jurisdiction the establishment is situated.	

**Note:**

(a) Forms prepared specifically for the inclusion of the details required by this sub-clause are obtainable on application from the secretary of the Regional Council concerned.

- (b) Notwithstanding the provisions of sub-clause (2), an employer may apply to the Regional Council concerned for an exemption in terms of which such additional holiday pay may be paid direct to the employee when he proceeds on annual leave.]
- (c) In cases where an apprentice and trainee undergoing training under the Skills Development Act 97 of 1998 as amended, has been absent from work for the reasons specified in sub-clause (1)(c)(i)(aa) and (bb), the additional holiday pay payable in terms of sub-clause (1) of this Clause shall be paid by the employer direct to the beneficiary on each payday falling within his period of absence.
- (d) The additional holiday pay payable in terms of sub-clause (1) of this Clause shall be payable to apprentices and trainees undergoing training under the Skills Development Act 97 of 1998 as amended, when they proceed on annual leave, and application for it shall be lodged with the Regional Secretary concerned at least two weeks before the beneficiary's leave is due to commence.
- (e) Subject to the provisions of sub-clause 7.1(4) of Division A of this Agreement, no deductions from additional holiday pay shall be made as a set-off against any moneys which may be owing to the employer.
- (f) Should any amount due in terms of this Clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in Clause 21 of the Administrative Agreement, from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

## CLAUSE 7: TERMINATION OF EMPLOYMENT

### 7.1. TERMINATION OF SERVICE

#### (1) **Period of Notice**

##### **A. Division B employees**

- (a) Subject to the provisions of any written Agreement between employer and

employee stipulating a period in excess of that provided for in this Clause, an employer or his employee shall give notice of intention to terminate a contract of service of not less than one week in the case of weekly-paid employees and two weeks in the case of monthly-paid employees; provided that in the event of an employer cancelling or changing a contract providing for the payment of commission to a parts salesperson or supply sales person and such employee gives notice of his intention to terminate his contract of employment, the employee may at his option reduce the notice period to one week, notwithstanding any written Agreement stipulating longer notice.

(b) The notice referred to in sub-clause (1) hereof shall be given in writing, shall take effect from the day on which it is given and may be given on any day of the week or month: Provided that the period of notice shall not run concurrently with, nor shall notice be given during the employee's absence on annual leave or sick leave.

**B. All other employees**

(a) Subject to the provisions of any written Agreement between employer and employee stipulating a period in excess of that provided for in this Clause, an employer or his employee for whom wages are prescribed in this Agreement, except for employers and employees covered in terms of Division B of this Agreement, who gives notice to terminate a contract of employment shall give not less than one day's notice in the first week of employment and after the first week of employment, not less than one week in the case of weekly-paid employees and two weeks in the case of monthly-paid employees.

(b) The notice referred to in sub-clause (1) hereof shall be given in writing, shall take effect from the day on which it is given and may be given on any day of the week or month: Provided that the period of notice shall not run concurrently with, nor shall notice be given during the employee's absence on annual leave or sick leave.

**(2) Termination without notice**

An employer or employee may terminate the contract without notice by paying or forfeiting to the employee/employer, as the case may be, an amount equal to that which the employee is earning during a week at the time of such termination:

Provided that this sub-clause shall not affect –

- (a) the right of an employer or employee to terminate the contract without notice for misrepresentation or any cause recognised by law as sufficient;
- (b) a written Agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this Clause;
  - (i) the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon;
- (c) the right of an employer to claim whatever notice forfeiture is applicable in the case of an employee who deserted:

Provided further that where the earnings of an employee at the date of termination have been reduced by deductions in respect of short-time the expression "is earning during a week at the time of such termination" shall be deemed to mean "would have received at the time of such termination if no deductions had been made in respect of short-time".

(3) **Formalities regarding notice of termination**

The notice prescribed in sub-clause (1) may be given on any work-day and shall take effect from the day on which it is given: Provided that –

- (a) the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on annual leave.
- (b) notice shall not be given during an employee's absence on sick leave granted either in terms of sub-clause 5.2 of Division A or any sick fund scheme conducted by the Council unless such employee is permanently unfit for normal work.
- (c) Notice of termination of a contract of employment must be given in writing except when it is given by an illiterate employee.
- (d) If an employee who receives notice of termination indicates to his employer that he is not able to understand it, the notice must be explained orally by, or on behalf of, the employer to the employee in an official language the employee reasonably understands.

(4) **Desertion of employee**

Notwithstanding anything to the contrary contained in this Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to in sub-clauses (1) and (2) above, the employer shall be entitled to recover such amount from other benefits (if any) accruing to such employee at the time of his desertion.

## 7.2. SUSPENSION OF COMMISSION EARNERS

An employee who is a commission earner, who is suspended pending a disciplinary hearing, shall receive his remuneration in the event that he is not found guilty. For the purposes of this Clause, remuneration shall be calculated as provided in sub-clause 5.1(1)(c), i.e. an employee found not guilty will be paid basic wages plus average commission earned as calculated in terms of sub-clause 5.1(1)(c).

## 7.3. RETRENCHMENT PAY

(1) Notwithstanding anything to the contrary contained in this Agreement, an employer shall, whenever an employee's services are terminated for the reason that he is retrenched, pay to such an employee, in addition to any payment that may be due in lieu of notice of termination of services, a sum equal to two weeks' wages for each completed year of service for the first four years' service with an employer, and one week's wages thereafter with that employer; provided that two weeks' retrenchment pay calculated on a pro-rata basis after only four months' employment in the first year of employment shall be applicable:

Provided further that –

- (a) In the case of a motor vehicle salesperson or supply salesperson "wages" shall mean their basic wage plus average commission on sales earned over the preceding period of 13 weeks;
- (b) The earnings of an employee may be reduced as an alternative to retrenchment where this has been agreed to in writing by the employer, the employee and the trade union representing the employee and, in the case of a non-party establishment and a non-union employee in a party shop, the employer shall apply to the Regional Council concerned for such approval.
- (c) Any employee who unreasonably refuses to accept an offer of alternative employment, either with the same, or with a different employer, shall forfeit entitlement to retrenchment pay, providing the employer initiating the retrenchment makes a written offer of alternative employment on behalf of himself or another employer, and the offer must be reasonable taking into account location, status, its nature, remuneration and employees' capacity, and providing further that the right to retrenchment pay shall not be affected where the retrenched employee secures alternative employment through his own efforts without assistance from the retrenching employer.

#### 7.4. DESERTION

##### (1) **Desertion**

(An employee will be regarded as having deserted from his employer's service after a continuous absence of five working days and without notification to his employer of his whereabouts: Provided that -

- (a) the employer attempts to contact the employee in writing (either electronic or hard copy) at his last known address; email address or telephone number supplied by the employee;
- (b) the employee was duly notified in writing of the necessity to furnish his employer with his address and any changes of address;
- (c) the employee shall be allowed a period of one month to lodge with his employer a written appeal against his dismissal.

##### (2) **Recovery of outstanding moneys**

Employers may deduct or set-off upon termination of service of employment from all moneys owing to an employee except pension and/or provident funds in respect of loans in terms of a signed acknowledgment of debt.

#### 7.5. CERTIFICATE OF SERVICE

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

Provided that where in the Main Agreement the wage of any employee is determined by length of service, it shall be incumbent on the employee to produce a certificate of service to his new employer on change of employment in order to become entitled to such remuneration prescribed for length of service.

### **CLAUSE 8: ENFORCEMENT**

#### 8.1. EXEMPTIONS

##### (1) **General Exemption from all Clauses**

- (a) Notwithstanding sub-clause 8.1(3), exemptions from any of the provisions of any of the Council's Agreements may be granted by the Council or

Regional Councils, to any party on application.

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

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

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

- (i) the name of the person concerned;
- (ii) the provisions of this Agreement from which exemption is granted;
- (iii) the conditions subject to which such exemption is granted; and
- (iv) the period during which the exemption shall be valid.

(e) In respect of establishments registered under Chapters II or III of this Agreement, the following exemptions procedure applies:

- (i) An employer that applies for an exemption in order to pay a lesser wage increase or to be exempted from paying on actuals shall complete the wage exemption application form available on request from the local Regional Councils.
- (ii) The employer shall consult its employees on the employer's intention to apply for an exemption and the application for exemption must contain details and proof of the consultation process.
- (iii) The employer, in the application shall furnish all relevant financial information supporting the motivation for the exemption applied for.
- (iv) The employer shall lodge the application for exemption with the local Regional Council and the employer shall specify that it is a Chapter II or III application for an exemption and the employer shall specify the exact nature of the exemption applied for as prescribed in paragraph (e)(i) of this Clause.
- (v) The Regional Council shall make a decision on the application for an exemption within 30 days from the date upon which the application was lodged with the Regional Council.
- (vi) If the application of a non-party establishment for the exemption is

rejected, the employer may lodge an appeal with the Independent Board and if the application of a Party establishment is rejected the employer may appeal to the Independent Board.

- (f) The Secretary of the Regional Council or the General Secretary of the Council, as the case may be, shall -
  - (i) number consecutively all licences issued;
  - (ii) retain a copy of each licence issued; and
  - (iii) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.
- (g) The Secretary of the Regional Council or the General Secretary, as the case may be, shall issue to every person granted a licence, a letter of authority signed by him setting out, read with the changes required by the context, the information referred to in sub-clauses (e) and (f) above.

(2) **Exemption from the Motor Industry's Retirement Funds**

- (a) When applications for exemption are received from employers or a group of employees, requesting exemption from the Motor Industry's retirement funds in order to join an alternative approved fund, the following shall be observed:
  - (i) The alternative fund must be a properly structured pension / provident / retirement fund registered in terms of the Pension Funds Act.
  - (ii) Applications for exemption submitted by an employer on behalf of its employees to be exempted from the industry's retirement funds shall be made on an official company letterhead and shall be signed by the employer or its duly authorized representative.
  - (iii) Applications for exemption submitted by a group of employees to be exempted from the industry's retirement funds, shall be made on an official company letterhead from the company that they are employed at, and shall be signed by each employee or his/her duly authorized representative.
  - (iv) The contributions to the alternative fund by both employer and employee shall be at least the equivalent to that required by the industry's funds respectively.

- (v) The waiting period for membership to the alternative fund(s) may not be longer than 6 months.
- (vi) All new alternative funds' benefits shall be collectively better than those of the industry's funds and the benefits of all existing funds which at present enjoy exemption shall be equal to or better than those of the industry's funds.
- (vii) Membership of an alternative fund that complies with these criteria shall be compulsory when an exemption is granted from membership of the Industry funds.
- (viii) In the event that a dispute arises as a result of the rejection of such application, the dispute shall be referred to an agreed neutral third party or parties, qualified in the matters of retirement funds, who shall observe the provisions of this Clause and who shall make a final and binding ruling.

(b) The Secretary of the Regional Council or the General Secretary, as the case may be, shall issue to every person granted a licence, a letter of authority signed by him setting out, read with the changes required by the context, the information referred to in sub-clause (1) of this Clause.

(3) **Exemptions relating to actual/guaranteed increases**

- (a) Individual employers seeking exemption to pay a lesser actual wage increase and/or a guaranteed increase or to be exempted from paying such, must obtain the wage exemption application form available on request from their local Regional Council.
- (b) Applications for exemption not to pay the agreed prescribed minimum wage increases will not be accepted or considered in terms of these exemption procedures.
- (c) The application must be lodged with the Regional Council and must include the following supporting documents –
  - (i) Formal financial information
  - (ii) A written motivation
  - (iii) Details and proof of the consultation process between the employer, employees and relevant MIBCO Trade Unions.
- (d) Applications must be lodged with the Regional Council and scrutinized within 21 days from the date the Council has circularized all employers with the amending Agreements and wage schedules, either hand-delivered or by registered mail or by fax or E-mail, in the prescribed

format.

- (e) The Wage Exemptions Board will make a decision on the application within 14 days of the conclusion of the first period, i.e. 21 days as referred to in sub-clause (d) hereof.
- (f) Applicant employers will be advised of the outcome within seven days by fax where applicable and by registered mail.
- (g) Establishments may appeal to the Independent Board within 14 calendar days from the date of receipt of the registered post or fax advising of the rejection of the application.
- (h) Appeal hearings will be attended by the Council's Auditors to assist with the interpretation of the financial information.

## 8.2. EXEMPTION APPEALS

- (1) In terms of section 32(3)(e) of the Act the Council hereby establishes an independent body, to be known as the Independent Board, to consider appeals from parties and non-parties against a refusal by the Exemptions Boards of a party's or non-party's application for exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council. The following provisions shall apply to the Independent Board:
  - (a) The Council shall appoint 6 (six) independent persons (Members) to constitute the Independent Board, for the avoidance of doubt, such persons shall not be representative, office bearer or official of the council or party to the Council or any of its collective bargaining agreements. The independent persons shall be appointed for a period of 12 (twelve) months and shall possess *inter alia* the following qualities:
    - (i) the ability to be objective, independent and impartial;
    - (ii) sound decision-making skills;
    - (iii) leadership qualities, particularly in respect of exercising sound judgment;
    - (iv) be a person in whose impartiality and integrity the public can have confidence;
    - (v) understand and comply with confidentiality requirements;
    - (vi) working knowledge and experience of labour and collective bargaining matters; and
    - (vii) knowledge and understanding of judicial / quasi-judicial processes.

(b) The Council shall determine such other terms of appointment of Members of the Independent Board subject to the provisions of the Labour Relations Act.

(2) Any non-party employer may lodge an appeal with the Independent Board against the Council's or Regional Council's decision, as the case may be, to refuse to grant an application for an exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council, in which event the following procedure shall apply:

- (a) An appeal shall be in writing and shall be addressed to the General Secretary of the Council or the Secretary of the Regional Council, as the case may be, for consideration by the Independent Board.
- (b) All appeals lodged by non-parties shall be considered by the Independent Board with due regard to the appeals criteria set out in sub-clause (7) below.
- (c) All appeals shall be substantiated or motivated by the applicant and shall include the following details:
  - (i) the period for which the appeal is required;
  - (ii) the Agreement and Clauses or sub-clauses of the Agreement from which appeal is required;
  - (iii) proof that the appeal applied for has been discussed by the employer, his employees and their respective representatives; and the responses resulting from such consultation, either in support of or against the application, are to be included with the appeal.

(3) The Independent Board may, having regard to the individual merits of each appeal, grant or refuse the appeal if -

- (a) it does not undermine the agreement;
- (b) it is fair to the employer or his employees and other employers and employees in the Industry.

(4) The Independent Board shall deal with all appeals within 30 days of the date on which the appeal was submitted.

(5) Once the Independent Board has granted an appeal, it must issue a certificate and advise the applicant(s) accordingly within 14 days of the date of its decision.

(6) When the Independent Board dismisses or dismisses part of an appeal it shall advise the applicant(s) within 14 days of the date of such decision.

(7) ***Appeal criteria:*** The Independent Board must consider all appeals with reference to the following criteria:

- (a) the written substantiation and motivation submitted by the applicant;
- (b) the extent of consultation with and the petition for or against granting the appeal as provided by employers or employees who are to be affected by the appeal if granted;
- (c) the scope of appeal required;
- (d) the infringement of basic conditions of employment rights;
- (e) the fact that a competitive advantage is not created by the appeal;
- (f) the viewing of the appeal from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
- (g) the extent to which the proposed appeal undermines collective bargaining and labour peace in the Motor Industry;
- (h) any existing special economic or other circumstances which warrant the granting of the appeal;
- (i) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
- (j) any recommendation from the Council.

### **8.3. RESOLUTION OF DISPUTES**

- (1) For the purpose of this Agreement, “dispute” means any dispute about the application, interpretation or enforcement of this Agreement, or any other collective Agreements entered into by the parties to the Council.
- (2) Any such dispute shall be referred to the Council on the form specified by the Council. This provision shall not apply when the Council makes use of the procedure set out in sub-paragraph (4).
- (3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, such dispute shall be referred to arbitration to the MIBCO-Dispute Resolution Centre in terms of section 52 of the Act. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing in terms of section 138 of the Act, and be entitled to make an award in respect of the parties’ arbitration costs in terms of section 138 (10) of the Act.

- (4) In instances where a non-party employer fails and/or refuses to register as an employer establishment or to register the employees at such an establishment, an arbitrator may impose a fine for such failure or refusal to register.
- (5) The provisions of this Clause stand in addition to any other legal remedy through which the Council may enforce a collective Agreement.
- (6) The arbitrator's decision shall be final and binding subject to the parties' right of review to the Labour Court.
- (7) Any other dispute shall have the same meaning as defined in the Act and shall be dealt with in terms of section 51 of the Act.

## **CLAUSE 9: GENERAL**

### **9.1. OUTWORK**

No employee shall –

- (1) solicit or take orders for or undertake any work falling within the scope of the Motor Industry as defined in this Agreement, whether for gain or not, other than for his employer: Provided that this paragraph shall not be construed to prohibit an employee from working on a motor vehicle registered in his own name;
- (2) engage in trading in motor vehicles or accessories on his own account or on behalf of any person or firm other than his employer.

### **9.2. DRIVING OF MOTOR VEHICLES**

- (1) Subject to the provisions of sub-clause (2), no employer shall cause or permit any employee earning less than the weekly wage prescribed in this Agreement for a general worker to drive any motor vehicle under its own power on a public road during the course of his employment in the Industry.
- (2) Employees who mainly or exclusively drive -
  - (a) scooters, motorcycles, tricycles or other motor vehicles with a gross vehicle mass not exceeding 3 500 kg; or
  - (b) motor vehicles with a gross vehicle mass of more than 3 500 kg,shall be remunerated at not less than the wages prescribed in Clause 2 of Chapter I

of Division C for the drivers of these respective classes of vehicles.

### **9.3. DAMAGE TO VEHICLES AND/OR LOSS OF PROPERTY AND/OR ASSETS**

**(1) Damage to vehicles:**

Subject to sub-clause 3.9 (9) of Division A of this Agreement, in the event of damage to a vehicle, no employer shall deduct any excess amount incorporated in an insurance policy or damages from any employee who is required or permitted to drive a motor vehicle, nor shall any employer be permitted to deduct damages from any employee in the absence of insurance cover:

Provided that such excess amounts or damages may be deductible if a formal disciplinary hearing was conducted and the employee was found guilty of -

- (a) having driven the vehicle under the influence of alcohol or drugs; and/or
- (b) negligent driving; and/or
- (c) reckless driving; and/or
- (d) wilful damage to the vehicle; and/or
- (e) having driven the vehicle without the permission of the employer.

**(2) Damage and/or loss of property or assets:**

Subject to sub-clause 3.9 (9) of Division A of this Agreement, in the event of damage and/or loss to company property or assets (excluding motor vehicles), or the property of the customer, no employer shall deduct any excess amount incorporated in any insurance policy or damages from any employee, nor shall any employer be permitted to deduct damages from any employee in the absence of Insurance cover; Provided that such excess amounts or damages may be deductible if a formal disciplinary hearing was conducted and the employee was found guilty of wilful damage and/or gross negligence to company property or assets, or the property of a customer.

### **9.4. SUPPLY OF OVERALLS AND GARMENTS**

**(1) Overalls**

Every employer shall supply, free of charge, to each of his workshop employees other than chars, watchmen, general workers and drivers, three first grade overalls during each yearly cycle of employment: Provided that two overalls are supplied at the beginning of the cycle and the third overall after six months' employment.

**Definition:**

For the purposes of this Clause "yearly cycle of employment" shall mean a period of 12 months continuous employment with the same employer and shall be calculated from the date of commencement of employment with such employer.

(2) **Garments:**

Every employer who requires any Division B employee to wear a uniform, overall, dustcoat or apron shall provide such garment free of charge.

Employees supplied with garments in terms of this Agreement shall maintain such garments in a clean condition.

(3) **Ownership**

The employer remains the owner of any item supplied to an employee by him free of charge in terms of this Clause.

(4) **Keeping of a register:**

Every employer who supplies garments to Division B employees and to employees in establishments registered under Chapters I and IV of Division C shall -

(a) keep available for inspection at all times a register in which shall be recorded in ink

- (i) the names of all employees concerned;
- (ii) the date of issue of the garments;
- (iii) the number of garments issued.

(b) The signature of the employee concerned to each record in terms of the preceding paragraph shall be evidence of the receipt by the employee of such garments.

(5) **Protective clothing**

Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with any applicable prescriptions promulgated in terms of the Occupational Health and Safety Act (Act 85 of 1993)

## 9.5. SUPPLY OF TOOLS

(1) Where any of the following articles are required in an establishment registered under Chapters I, II or IV of Division C of this Agreement, an employer shall provide them free of charge:

- Electrical and/or pneumatic drilling machines;

- benches and vices;
- jacks and trestles;
- emery wheels;
- blocks and tackles or cranes;
- grease guns or other greasing apparatus;
- extension lights with a maximum of one globe per month;
- waste or sweat rags;
- means for cleaning greasy parts;
- hacksaw blades;
- 203 mm files and over;
- one mechanic's cradle in respect of each artisan motor mechanic employed in the employer's workshop;
- trimmers sewing machines;
- stud extractors;
- drills of over 9,525 mm;
- reamers of all sizes;
- screwing tackles;
- stocks and dies and taps;
- blow lamps;
- all special spanners;
- hammer of 1 361 g and over;
- Stilson wrenches over 305mm;
- wringing irons;
- large soldering irons;
- rivet sets;
- valve seat cutters;
- valve grinding compounds;
- micrometers;
- hydrometers and electrical testing and fault-finding apparatus;
- blacksmith's tools;
- other such tools as are customarily supplied by employers

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

(3) An employer may require each of his artisans to supply his own tools for own use in the course of his work.

(4) In respect of an establishment registered under Chapter I of Division C of this Agreement, an employer shall provide each repair shop assistant and body shop assistant in his employ and all employees, other than artisans, with the tools they require for the adequate performance of their duties, and such tools shall remain the property of the employer.

(5) An apprentice who uses his own tools in the course of his employment shall be paid –

- (a) **R34.39** per week from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;
- (b) **R35.42** per week for the period **01 September 2026 to 31 August 2027**; and
- (c) **R36.48** per week for the period **01 September 2027 to 31 August 2028** with a maximum of:
  - (i) **R5 158.87** for apprentices engaged, from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;
  - (ii) **5 313.64** for apprentices engaged, for the period **01 September 2026 to 31 August 2027**; and
  - (iii) **R5 473.05** for apprentices engaged, for the period **01 September 2027 to 31 August 2028** over to a three period in addition to his normal remuneration, except in the case of an apprentice spray-painter, who shall be paid –
    - (aa) **85 cents** per week from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;
    - (bb) **88 cents** per week for the period **01 September 2026 to 31 August 2027**; and
    - (cc) **91 cents** per week for the period **01 September 2027 to 31 August 2028** in addition to his normal remuneration.

(6) Every employer shall insure the required tools as per the prescribed tool list according to its replacement value. The maximum amount of insurance shall be determined after a proper inventory of tools in his possession has been submitted by the employee to the employer. The maximum amount of actual insurance shall be reviewed from time to time, as and when the inventory of tools changes.

- (7) Any loss through fire or theft of the nature referred to in sub-clause (6) in excess of the replacement value shall be borne by the employee concerned.
- (8) In the event of any of the tools provided by an artisan or apprentice being lost, missing or not available for any reason, other than those referred to in sub-clause (6), the artisan or apprentice concerned shall replace, renew or recondition such tools at his own expense.
- (9) If any apprentice fails to replace, renew or recondition such tools, his employer shall have the right to discontinue payment of the tool allowance provided for in sub-clause (5) until such time as the apprentice concerned complies with the provisions of sub-clause (8).
- (10) In every establishment in which apprentices are employed, the employer shall cause to be displayed, in a place readily accessible to his employees, a copy of the tool list approved by the Council.
- (11) Any apprentice who works less than 23 hours in any one week shall not be entitled to any tool allowance in respect of that week.
- (12) The tool allowance referred to in this Clause shall be paid at the same time as the apprentice's wages are paid, and no employer shall require or permit any apprentice to repay him the whole or part of any tool allowance, nor shall he do any act or cause or permit any act to be done as a direct or indirect result of which any apprentice is deprived of the benefit or any part of the benefit of such allowance, save as provided in sub-clauses (9) and (11).
- (13) The tools referred to in sub-clauses (3), (5), (6), (8) and (10) of this Clause, are the tools listed for the category of employee concerned in Annexure C to this Agreement.

#### 9.6. PUBLIC HOLIDAYS

- (1) Employees shall be entitled to leave on full pay on all days that are public holidays in terms of section 1, or declared as such under section 2 of the Public Holidays Act, 1994.
- (2) Whenever an employee works on a statutory public holiday in respect of which he is entitled to leave on full pay in terms of sub-clause (1), his employer shall pay him double his hourly rate for each hour or part of an hour worked on such day.
- (3) Whenever one of the statutory public holidays referred to in sub-clause (1) falls on a

non-working day, other than a Sunday, an employee who works on such statutory public holiday shall be remunerated at the rates prescribed in sub-clause 4.2 of this Division.

- (4) A forecourt attendant who has been given not less than three days' notice by his employer that he will be required to attend his place of employment on any of the statutory public holidays but, who nevertheless fails to report for duty on such public holiday shall there-by forfeit his right to any holiday pay to which he would otherwise be entitled in terms of this Clause.
- (5) An employer may exchange a public holiday for another day by Agreement with an employee without incurring a penalty.

## **DIVISION B**

### **CLAUSE 1: SCOPE OF APPLICATION**

- (1) Subject to the provisions of sub-clause (2) below, the provisions of this Division shall be binding on all establishments registered in terms of this Agreement, and on all employees for whom wages are prescribed in Clause 2 of this Division.
- (2) (a) Notwithstanding the provisions of sub-clause (1) the provisions of the Agreement as set out in the Schedule to this sub-clause shall apply only to office, stores, sales and clerical employees for as long as their weekly or monthly remuneration, excluding commission on sales, exceeds the rate of the –

#### **National Wage Threshold:**

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

## **SCHEDULE**

### **ADMINISTRATIVE AGREEMENT**

Clause 7	-	Deductions from Earnings
Clause 9	-	Agents
Clause 14	-	Returns to the Council
Clause 16	-	Employees' Representatives on the Council

Clause 17 - Prohibition of Cession of Benefits

**MAIN AGREEMENT - DIVISION A**

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

**MAIN AGREEMENT - DIVISION B**

Clause 1	-	Scope of Application
Clause 2(1)	-	Wages

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

**National Wage Threshold:**

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

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

(3) Notwithstanding the provisions of sub-clause (2) of this Clause, the provisions of Clause 14 of the Administrative Agreement shall apply to employees, regardless of their earnings.

(4) (a) Notwithstanding the provisions of sub-clause (1) of this Clause, the provisions of Division A on hours of work shall apply to all motor vehicle salespersons or supply salespersons, and the provisions of Division A on overtime and Sunday work shall not apply to any motor vehicle salesperson or supply salesperson, regardless of earnings.

(b) The provisions of sub-clause 6.1 (1) of this Division shall be applicable to all employees, excluding commission on sales, receiving up to –

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

(ii) For monthly earners –  
is the sum of the published National Wage Threshold divided by 12 (months)

(5) If any provision in Division A is in conflict with any provision of this Division, the provision in the latter Division shall prevail.

**NOTE:** Division B employees employed at Chapter III establishments whose annual earnings is less than the National Wage Threshold as set out in the schedule, per period, below will be eligible for annual increases on actual earnings as stipulated hereunder:

**National Wage Threshold:**

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

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

(b) For monthly earners –  
is the sum of the published National Wage Threshold divided by 12 (months)

## CLAUSE 2: WAGES

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

- (1) The following minimum wages for the periods as specified hereunder shall be paid by an employer to each of the employees of the classes specified in the following wage schedules in the area of the region in which the establishments are situated and no employee shall accept a wage lower than that specified for his class in such area;

### Definitions:

- (a) **"Experience"**, for the purposes of this Clause, means the period or periods of employment that an employee has had either with his present or any other employer in the particular occupation in which he is employed:

Provided that only periods of employment in the Motor Industry shall count for this purpose in the case of employees mainly or exclusively engaged in the maintenance of stock records, and in the case of costing clerks, shop assistants, storekeepers and travellers: Provided further that experience in relation to a typist, storekeeper, timekeeper or telephone operator shall mean the total period or periods of employment which such employee has had as a typist, storekeeper, timekeeper or telephone operator respectively.

- (b) **"Costing clerk"**, for the purposes of this Clause, means a clerical employee mainly or exclusively engaged in the calculation of costs of services rendered and/or goods supplied by or in connection with the Motor Industry.

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

#### 2. **Guaranteed Wage Increases:**

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

- (2) **WAGE SCHEDULES:**

#### SECTORS: 1, 2, 3, 4, 5 and 7

(a) Minimum wages for the period from the **date of implementation** as determined by the Minister of Employment and Labour **to 31 August 2026** –

Employee Class	Minimum Wages	
	Sectors 1,2,3,4,5 & 7	
	PW	PM
a) Office, stores sales and Clerical employee-		
during 1st year of experience	1708.83	7404.93
during 2nd year of experience	1949.82	8449.22
during 3rd year of experience	2245.55	9730.72
thereafter	2607.05	11297.22
b) Motor vehicle sales person-		
during 1st year of experience	2061.8	8934.47
thereafter	2658.29	11519.26
c) Bookkeeper	3351.88	14524.81
d) Accountant	5702.1	24709.1
e) Parts salesperson -		
during 1st year of experience	2149.05	9312.55
thereafter	2639.9	11439.57
f) Traveller -		
during 1st year of experience	2157.91	9350.94
thereafter	2639.9	11439.57
g) Supply sales person -		
during 1st year of experience	2157.91	9350.94
during 2nd year of experience	2471.78	10711.05
during 3rd year of experience	2770.76	12006.63
thereafter	2973.53	12885.3
h) Part-time employees	*	*

- \* One-eleventh of the minimum weekly wage as prescribed for clerical employees in (a) hereof, for ordinary time worked on each day in any one week, or one forty-fifth of such prescribed minimum weekly wage for each hour or part of an hour of ordinary time worked in any one week, whichever is the greater.

(b) Minimum wages for the period **01 September 2026 to 31 August 2027** –

\* One-eleventh of the minimum weekly wage as prescribed for clerical employees in (a) hereof, for ordinary time worked on each day in any one week, or one forty-fifth of such prescribed minimum weekly wage for each hour or part of an hour of ordinary time worked in any one week, whichever is the greater.

(c) Minimum wages for the period **01 September 2027 to 31 August 2028** –

\* One-eleventh of the minimum weekly wage as prescribed for clerical employees in (a) hereof, for ordinary time worked on each day in any one week, or one forty-fifth of such prescribed minimum weekly wage for each hour or part of an hour of ordinary time worked in any one week, whichever is the greater.

## DIVISION C

### CHAPTER I

#### (ESTABLISHMENTS NOT REGISTERED UNDER EITHER CHAPTER II, III, IV OR V)

##### CLAUSE 1: SCOPE OF APPLICATION

The provisions of this Chapter and those of Divisions A and B shall apply to all establishments operating in the Motor Industry that are not registered under Chapter II, III, IV or V, and if any of the provisions of Division A or B are in conflict with the provisions of this Chapter, the provisions of the latter shall prevail.

##### CLAUSE 2: WAGES

(1) The following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following wage schedules in the area of the region in which the establishment is situated, and no employee shall accept a wage lower than that specified for his/her class in such area.

**Notes:**

- (a) An employer shall pay his employees who are earning above the prescribed minimum wages at the time of publication of this Agreement, the guaranteed wage increases as set out in Division D of this Agreement.
- (b) For the minimum prescribed wages for Sector 6 please refer to sub-clause 3(2) of Division D of this Agreement.
- (c) In the case of monthly paid employees, the minimum salary shall be fifty-two (52) times the amount of the weekly wage quoted in these schedules divided by twelve (12).

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

(2) **Definitions:**

“experience” for the purposes of this Clause, means the total period or periods of employment which an employee has had with either his present or any other employer in the particular occupation in which he is employed.

(3) **WAGE SCHEDULES:****SECTORS 4, 5 & 7**

(a) Minimum wages for the period **from the date of implementation** as determined by the Minister of Employment and Labour **to 31 August 2026** –

Employee Class <b>Excluding Sector-6 &amp; Chapter 3</b>	Minimum Wages	
	PW	PH
<b>Grade 1</b>		
Forecourt Attendant	2060.55	45.79
Char	1558.8	34.64
Parking Garage Attendant	1360.35	30.23
<b>Grade 1</b>	1360.35	30.23
<b>Grade 2</b>		
Cashier	2038.5	45.3
<b>Grade 2</b>	1810.35	40.23
<b>Grade 3</b>	1959.75	43.55
<b>Grade 4</b>	2140.65	47.57
<b>Grade 5</b>	2386.8	53.04
<b>Grade 6</b>	2866.5	63.7
<b>Grade 7</b>	3570.75	79.35
<b>Grade 8</b>	4081.95	90.71
<b>Watchman</b>	1649.15	*

**Notes:** Sector 5 prescribed wages above are applicable from the **date of implementation** as determined by the **Minister of Employment and Labour** to **31 August 2026**. The medical insurance allowance for Forecourt Attendants, Cashiers and Chars is R0.44 per hour. (R19.62 per week)

**Apprenticeship and learnership minimum wages for the period from the date of implementation as determined by the Minister of Employment and Labour to 31 August 2026 –**

Apprentices/Learners (All Chapters)		
	PW	PH
<b>3 Year Trade</b>		
First Year	2012.85	44.73
Second Year	2496.15	55.47
Third Year	3068.1	68.18
<b>4 Year Trade</b>		
First Year	2012.85	44.73
Second Year	2207.7	49.06
Third Year	2496.15	55.47
Fourth Year	3068.1	68.18
<b>NQF Learnership</b>		
Level 1	2012.85	44.73
Level 2	2207.7	49.06
Level 3	2496.15	55.47
Level 4	3068.1	68.18
<b>CBMT</b>		
Level 1	1919.25	42.65
Level 2	2397.15	53.27
Level 3	2881.8	64.04
Level 4	3354.3	74.54

(b) Minimum wages **from 01 September 2026 to 31 August 2027 –**

Employee Class <b>Excluding Sector 6 &amp; Chapter 3</b>	Minimum Wages	
	PW	PH
<b>Grade 1</b>		
Forecourt Attendant	2163.6	48.08
Char	1620.9	36.02
Parking Garage Attendant	1428.3	31.74
<b>Grade 1</b>	1428.3	31.74
<b>Grade 2</b>		
Cashier	2119.95	47.11
<b>Grade 2</b>	1900.8	42.24
<b>Grade 3</b>	2057.85	45.73
<b>Grade 4</b>	2247.75	49.95
<b>Grade 5</b>	2506.05	55.69
<b>Grade 6</b>	3010.05	66.89
<b>Grade 7</b>	3749.4	83.32
<b>Grade 8</b>	4286.25	95.25
<b>Watchman</b>	1731.61	*

**Notes:** Sector 5 prescribed wages above are applicable from **01 September 2026 to 31 August 2027.**

The medical insurance allowance for Forecourt Attendants, Cashiers and Chars is R0.46 per hour. (R20.77 per week)

**Apprenticeship and learnership minimum wages from 01 September 2026 to 31 August 2027 –**

<b>Apprentices/Learners (All Chapters)</b>		
	<b>PW</b>	<b>PH</b>
<b>3 Year Trade</b>		
First Year	2073.15	46.07
Second Year	2570.85	57.13
Third Year	3160.35	70.23
<b>4 Year Trade</b>		
First Year	2073.15	46.07
Second Year	2273.85	50.53
Third Year	2570.85	57.13
Fourth Year	3160.35	70.23
<b>NQF Learnership</b>		
Level 1	2073.15	46.07
Level 2	2273.85	50.53
Level 3	2570.85	57.13
Level 4	3160.35	70.23
<b>CBMT</b>		
Level 1	1976.85	43.93
Level 2	2469.15	54.87
Level 3	2968.2	65.96
Level 4	3455.1	76.78

(c) Minimum wages **from 01 September 2027 to 31 August 2028 –**

Employee Class Excluding Sector 6 & Chapter 3	Minimum Wages	
	PW	PH
<b>Grade 1</b>		
Forecourt Attendant	2249.55	49.99
Char	1685.25	37.45
Parking Garage Attendant	1499.85	33.33
<b>Grade 1</b>	1499.85	33.33
<b>Grade 2</b>		
Cashier	2204.1	48.98
<b>Grade 2</b>	1995.75	44.35
<b>Grade 3</b>	2160.9	48.02
<b>Grade 4</b>	2360.25	52.45
<b>Grade 5</b>	2631.15	58.47
<b>Grade 6</b>	3160.35	70.23
<b>Grade 7</b>	3937.05	87.49
<b>Grade 8</b>	4500.45	100.01
<b>Watchman</b>	1818.19	*

**Notes:** Sector 5 prescribed wages above are applicable from **01 September 2027 to 31 August 2028.**

The medical insurance allowance for Forecourt Attendants, Cashiers and Chars is R0.49 per hour. (R21.92 per week)

**Apprenticeship and learnership minimum wages from 01 September 2027 to 31 August 2028 –**

Apprentices/Learners (All Chapters)		
	PW	PH
<b>3 Year Trade</b>		
First Year	2135.25	47.45
Second Year	2647.8	58.84
Third Year	3255.3	72.34
<b>4 Year Trade</b>		
First Year	2135.25	47.45
Second Year	2342.25	52.05
Third Year	2647.8	58.84
Fourth Year	3255.3	72.34
<b>NQF Learnership</b>		
Level 1	2135.25	47.45
Level 2	2342.25	52.05
Level 3	2647.8	58.84
Level 4	3255.3	72.34
<b>CBMT</b>		
Level 1	2036.25	45.25
Level 2	2543.4	56.52
Level 3	3057.3	67.94
Level 4	3558.6	79.08

**CLAUSE 3: RATIO**

**(1) Notes:**

- (a) For special provisions relating to the ratio refer to **Clause 5 of Division D** of this Agreement.
- (b) Where an employer carries on business in more than one establishment in the Motor Industry the provisions of this Clause shall be observed in relation to each single establishment on its own.

**(2) Definitions**

**(a) Auto-electrician's assistant –**

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

[**Note** - Applications for exemption from the provisions of this sub-clause must be directed to the Independent Board, i.e. **not** to Regional Councils as in the case of other exemptions.]

(b) **(PR artisan** - An employer shall not employ a PR artisan unless he has at least one artisan actively engaged in his workshop, and the number of PR Artisan employed shall at no time exceed the number of artisans actively engaged in the workshop by more than one.

[**Note** - The provisions of this sub-clause shall not be deemed to require an employer to discharge any PR artisan in his employ on the date of coming into operation of this Agreement.]

(c) **Body shop assistant**

(i) Subject to the proviso set out hereunder, an employer shall not engage a body shop assistant unless he employs at least one artisan.

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

[**Note** - Applications for exemption from the provisions of this sub-clause must be directed to the Independent Board, i.e. **not** to Regional Councils as in the case of other exemptions.]

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

(e) **Motorcycle mechanic's assistant** -

(i) Subject to the proviso set out hereunder, an employer shall not engage a motorcycle mechanic's assistant unless he employs at least one artisan.

(ii) At no time shall the total number of motorcycle mechanic's assistants employed at an establishment exceed the aggregate number of artisans employed at that establishment by more than one:

[**Note** - Applications for exemption from the provisions of this sub-clause must be directed to the Independent Board, i.e. not to Regional Councils as in the case of other exemptions.]

(f) **Repair shop assistants –**

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

**[Note -** Applications for exemptions from the provisions of this sub-clause must be directed to the Independent Board, i.e. **not** to Regional Councils as in the case of other exemptions.]

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

## CHAPTER II

### (VEHICLE BODY BUILDING ESTABLISHMENTS)

#### CLAUSE 1: SCOPE OF APPLICATION AND REGISTRATION

- (1) The provisions of this Chapter and all the provisions of Divisions A and B shall apply to vehicle body building establishments registered as such by the Council: Provided that where the provisions of Divisions A and B are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.
- (2)
  - (a) Application for registration as a vehicle body building establishment for the purposes of this Chapter shall be made by the employer to the Council or the Regional Council having jurisdiction in such form as may be prescribed, and the Council may, in its discretion, register the establishment concerned for such period and subject to such terms and conditions as it may determine and shall issue the employer with a certificate to the effect.
  - (b) The Council may at any time withdraw or vary the terms of the certificate issued under paragraph (a) of this sub-clause and the employer shall, when so required, in writing, return the certificate to the Council within 10 days after receipt of such written notification.

- (3) No employer shall, unless so registered and validly in possession of the said certificate, employ any of the operative grades defined in this Chapter.
- (4) An employer whose vehicle body building establishment is not registered under sub-clause (2)(a) of this Clause, shall in respect of such establishment be subject to the provisions of Chapter I of this Agreement.

## CLAUSE 2: WAGES

### (1) **Minimum wage**

Subject to the provisions of sub-clause (2) of this Clause dealing with the setting bonus, the following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following wage schedules and no employee shall accept a wage lower than that specified for his class.

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

### (2) **Setting Bonus**

The minimum weekly rates for operatives as prescribed in Schedules hereunder shall be –

- (a) **R5.85** from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;
- (b) **R6.14** for the period **01 September 2026 to 31 August 2027**; and
- (c) **R6.45** for the period **01 September 2027 to 31 August 2028**

per week, if the employee at any time in the course of his duties sets and adjusts the machine(s) he operates.

### (3) **WAGE SCHEDULES:**

- (a) Subject to the provisions of sub-clause (2) of this Clause dealing with the setting bonus and the **minimum wage** for the period from the **date of implementation** as determined by the Minister of Employment and Labour **to 31 August 2026**, that an employer shall pay to each of his employees of the under-mentioned classes shall be as set out hereunder in Part A and B of the Schedule and no employee shall accept a wage lower than that specified for his class.

Employee Class	Minimum Wages	
	PW	PH
Grade 1	1360.35	30.23
Grade 2	1810.35	40.23
Grade 3	1959.75	43.55
Grade 4	2140.65	47.57
Grade 5	2386.8	53.04
Grade 6	2866.5	63.7
Grade 7	3570.75	79.35
Grade 8	4081.95	90.71
Watchman	1649.15	*

**Apprenticeship and learnership** minimum wages for the period **from the date of implementation** as determined by the Minister of Employment and Labour **to 31 August 2026** –

Apprentices/Learners (All Chapters)		
	PW	PH
<b>3 Year Trade</b>		
First Year	2012.85	44.73
Second Year	2496.15	55.47
Third Year	3068.1	68.18
<b>4 Year Trade</b>		
First Year	2012.85	44.73
Second Year	2207.7	49.06
Third Year	2496.15	55.47
Fourth Year	3068.1	68.18
<b>NQF Learnership</b>		
Level 1	2012.85	44.73
Level 2	2207.7	49.06
Level 3	2496.15	55.47
Level 4	3068.1	68.18
<b>CBMT</b>		
Level 1	1919.25	42.65
Level 2	2397.15	53.27
Level 3	2881.8	64.04
Level 4	3354.3	74.54

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

(b) Subject to the provisions of sub-clause (2) of this Clause dealing with the setting bonus and the minimum wage for the period **01 September 2026 to 31 August**

**2027**, that an employer shall pay to each of his employees of the under-mentioned classes shall be as set out hereunder in Part A and B of the Schedule and no employee shall accept a wage lower than that specified for his class.

Employee Class	Minimum Wages	
	PW	PH
<b>Grade 1</b>	1428.3	31.74
<b>Grade 2</b>	1900.8	42.24
<b>Grade 3</b>	2057.85	45.73
<b>Grade 4</b>	2247.75	49.95
<b>Grade 5</b>	2506.05	55.69
<b>Grade 6</b>	3010.05	66.89
<b>Grade 7</b>	3749.4	83.32
<b>Grade 8</b>	4286.25	95.25
<b>Watchman</b>	1731.61	*

**Apprenticeship and learnership minimum wages from 01 September 2026 to 31 August 2027 –**

Apprentices/Learners (All Chapters)		
	PW	PH
<b>3 Year Trade</b>		
First Year	2073.15	46.07
Second Year	2570.85	57.13
Third Year	3160.35	70.23
<b>4 Year Trade</b>		
First Year	2073.15	46.07
Second Year	2273.85	50.53
Third Year	2570.85	57.13
Fourth Year	3160.35	70.23
<b>NQF Learnership</b>		
Level 1	2073.15	46.07
Level 2	2273.85	50.53
Level 3	2570.85	57.13
Level 4	3160.35	70.23
<b>CBMT</b>		
Level 1	1976.85	43.93
Level 2	2469.15	54.87
Level 3	2968.2	65.96
Level 4	3455.1	76.78

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

(c) Subject to the provisions of sub-clause (2) of this Clause dealing with the setting bonus and the minimum wage for the period **01 September 2027 to 31 August 2028** that an employer shall pay to each of his employees of the under-mentioned classes shall be as set out hereunder in Part A and B of the Schedule and no employee shall accept a wage lower than that specified for his class.

Employee Class	Minimum Wages	
	PW	PH
<b>Grade 1</b>	1499.85	33.33
<b>Grade 2</b>	1995.75	44.35
<b>Grade 3</b>	2160.9	48.02
<b>Grade 4</b>	2360.25	52.45
<b>Grade 5</b>	2631.15	58.47
<b>Grade 6</b>	3160.35	70.23
<b>Grade 7</b>	3937.05	87.49
<b>Grade 8</b>	4500.45	100.01
<b>Watchman</b>	1818.19	*

**Apprenticeship and learnership minimum wages from 01 September 2027 to 31 August 2028 –**

Apprentices/Learners (All Chapters)		
	PW	PH
<b>3 Year Trade</b>		
First Year	2135.25	47.45
Second Year	2647.8	58.84
Third Year	3255.3	72.34
<b>4 Year Trade</b>		
First Year	2135.25	47.45
Second Year	2342.25	52.05
Third Year	2647.8	58.84
Fourth Year	3255.3	72.34
<b>NQF Learnership</b>		
Level 1	2135.25	47.45
Level 2	2342.25	52.05
Level 3	2647.8	58.84
Level 4	3255.3	72.34
<b>CBMT</b>		
Level 1	2036.25	45.25
Level 2	2543.4	56.52
Level 3	3057.3	67.94
Level 4	3558.6	79.08

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

**CLAUSE 3: EMPLOYEES/RATIO**

(1) Subject to the provisions of sub-clause (4) of this Clause, a vehicle body building establishment that is registered with the Council in terms of Clause 1 of this Chapter may employ, in addition to apprentices and trainees in terms of sub-clause 2.1(2) of Division A of this Agreement and the classes of employees referred to in Clause 2 of Division B and Clause 2 of Chapter I of Division C of this Agreement, any of the classes of employees referred to in Clause 2 of this Chapter under the terms and conditions laid down in this Chapter:

Provided that where the provisions of Division A or B or Chapter I of Division C and the provisions of this Chapter are in conflict, the provisions of this Chapter shall obtain and have preference.

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

**CHAPTER III****(MANUFACTURING ESTABLISHMENTS)****CLAUSE 1: SCOPE OF APPLICATION AND REGISTRATION**

(1) The provisions of this Chapter and all the provisions of Divisions A and B shall apply to manufacturing establishments registered as such by the Council: Provided that where the provisions of Divisions A and B are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.

(2) (a) Application for registration as a manufacturing establishment for purpose of this Chapter shall be made by the employer to the Council or the Regional Council having jurisdiction in such form as may be prescribed and the Council may, in its discretion, register the establishment concerned for such period and subject to such terms and

conditions as it may determine and shall issue the employer with a certificate to that effect.

- (b) The Council may at any time withdraw or vary the terms of a certificate issued under paragraph (a) of this sub-clause and the employer shall, when so required in writing, return the certificate to the Council within 10 days after receipt of such written notification.
- (c) An employer whose manufacturing establishment is not registered under paragraph (a) of this sub-clause shall in respect of such establishment be subject to the provisions of Chapter I of Division C of this Agreement.

## CLAUSE 2: WAGES

### (1) **Preamble:**

- (a) Negotiations are based on increases to actual and minimum wages as set out in this Clause.
- (b) Employees in Chapter III establishments, inclusive of Division B employees employed at Chapter III establishments whose annual earnings is less than the than the National Wage Threshold as set out in the schedule, per period, below will be eligible for annual increases as stipulated in sub-clause (2) hereunder.

### **National Wage Threshold:**

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

- (i) For weekly earners –  
is the sum of the published National Wage Threshold divided by 52 or 53 (weeks), whichever is applicable;
- (ii) For monthly earners –  
is the sum of the published National Wage Threshold divided by 12 (months).

### (2) **Actual Wages**

The following increases shall be paid on actual wages:

- (a) 6% in respect of the period from **the date of implementation as determined by the Minister of Employment and Labour to 31 August 2026**.
- (b) 5% in respect of the period **01 September 2026 to 31 August 2027**.
- (c) 5% in respect of the period **01 September 2027 to 31 August 2028**.

(3) **Set-off**

An employer who has granted an increase over and above the prescribed increases during the preceding 12 months may offset those increases against the increases set out below; provided that no wage increases shall be offset on more than one occasion.

(4) **Prohibition on Industrial Action**

The Parties undertake not to embark on any industrial action as a result of disputes on minimum wages and percentage increases relating to any other chapters of this Agreement provided the employer has implemented this Agreement and in which case any such industrial action is deemed to be unprotected.

(5) **Exemptions**

An employer may apply for an exemption in respect of the increases to actual wages as set out in this Clause in accordance with sub-clause 8.1(1)(e) of Division A of this Agreement. Clause 5 of the Administrative Agreement (administrative change).

(6) **Minimum Wage**

Subject to the provisions of sub-clause (7) of this Clause dealing with bonuses, the minimum wage that an employer must pay to each of his employees of the under-mentioned classes must be as set out in the Schedules hereunder and no employee shall accept a wage lower than that specified for his class.

(7) **Bonus**

Employers shall permit employees for whom wages are prescribed for operatives Grade 3, 4, 5 & 6 in the Schedule to use measuring instruments and/or gauges and the minimum weekly prescribed wage must be increased if the employee at any time in the course of his or her duties uses –

- (a) vernier gauge and/or micrometer in which event the prescribed wage must be increased by –
  - (i) **R16.28** from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;
  - (ii) **R17.09** for the period **01 September 2026 to 31 August 2027**; and
  - (iii) **R17.94** for the period **01 September 2027 to 31 August 2028**  
per week; or
- (b) a tape and/or ruler and/or square and/or sets and adjusts the machine he operates in which event the prescribed wage must be increased by –

- (i) **R10.85** from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;
- (ii) **R11.39** for the period **01 September 2026 to 31 August 2027**; and
- (iii) **R11.96** for the period **01 September 2027 to 31 August 2028**.

(8) **WAGE SCHEDULES:**

- (a) Minimum wages from **the date of implementation** as determined by the Minister of Employment and Labour **to 31 August 2026** –

**PART A: MISCELLANEOUS**

Employee Class	Minimum Wages	
	PW	PH
Grade 1	1539	34.2
Grade 2	2026.35	45.03
Grade 8	4565.7	101.46
Watchman	1811.53	*

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

Employee Class	Minimum Wages	
	PW	PH
Grade 3	2191.95	48.71
Grade 4	2394	53.2
Grade 5	2670.3	59.34
Grade 6	3204.45	71.21

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**Apprenticeship and learnership minimum wages for the period from the date of implementation as determined by the Minister of Employment and Labour to 31 August 2026 –**

Apprentices/Learners (All Chapters)		
	PW	PH
<b>3 Year Trade</b>		
First Year	2012.85	44.73
Second Year	2496.15	55.47
Third Year	3068.1	68.18
<b>4 Year Trade</b>		
First Year	2012.85	44.73
Second Year	2207.7	49.06
Third Year	2496.15	55.47
Fourth Year	3068.1	68.18
<b>NQF Learnership</b>		
Level 1	2012.85	44.73
Level 2	2207.7	49.06
Level 3	2496.15	55.47
Level 4	3068.1	68.18
<b>CBMT</b>		
Level 1	1919.25	42.65
Level 2	2397.15	53.27
Level 3	2881.8	64.04
Level 4	3354.3	74.54

(b) Minimum wages from **01 September 2026 to 31 August 2027 –**

#### PART A: MISCELLANEOUS

Employee Class	Minimum Wages	
	PW	PH
<b>Grade 1</b>	1615.95	35.91
<b>Grade 2</b>	2127.6	47.28
<b>Grade 8</b>	4793.85	106.53
<b>Watchman</b>	1902.11	*

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

Employee Class	Minimum Wages	
	PW	PH
Grade 3	2301.75	51.15
Grade 4	2513.7	55.86
Grade 5	2803.95	62.31
Grade 6	3364.65	74.77

**Apprenticeship and learnership minimum wages from 01 September 2026 to 31 August 2027 –**

Apprentices/Learners (All Chapters)		
	PW	PH
<b>3 Year Trade</b>		
First Year	2073.15	46.07
Second Year	2570.85	57.13
Third Year	3160.35	70.23
<b>4 Year Trade</b>		
First Year	2073.15	46.07
Second Year	2273.85	50.53
Third Year	2570.85	57.13
Fourth Year	3160.35	70.23
<b>NQF Learnership</b>		
Level 1	2073.15	46.07
Level 2	2273.85	50.53
Level 3	2570.85	57.13
Level 4	3160.35	70.23
<b>CBMT</b>		
Level 1	1976.85	43.93
Level 2	2469.15	54.87
Level 3	2968.2	65.96
Level 4	3455.1	76.78

(c) Minimum wages from **01 September 2027 to 31 August 2028 –**

**PART A: MISCELLANEOUS**

Employee Class	Minimum Wages	
	PW	PH
Grade 1	1696.95	37.71
Grade 2	2233.8	49.64
Grade 8	5033.7	111.86
Watchman	1997.22	*

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

Employee Class	Minimum Wages	
	PW	PH
Grade 3	2416.95	53.71
Grade 4	2639.25	58.65
Grade 5	2944.35	65.43
Grade 6	3532.95	78.51

**Apprenticeship and learnership minimum wages from 01 September 2027 to 31 August 2028 –**

Apprentices/Learners (All Chapters)		
	PW	PH
<b>3 Year Trade</b>		
First Year	2135.25	47.45
Second Year	2647.8	58.84
Third Year	3255.3	72.34
<b>4 Year Trade</b>		
First Year	2135.25	47.45
Second Year	2342.25	52.05
Third Year	2647.8	58.84
Fourth Year	3255.3	72.34
<b>NQF Learnership</b>		
Level 1	2135.25	47.45
Level 2	2342.25	52.05
Level 3	2647.8	58.84
Level 4	3255.3	72.34
<b>CBMT</b>		
Level 1	2036.25	45.25
Level 2	2543.4	56.52
Level 3	3057.3	67.94
Level 4	3558.6	79.08

**CLAUSE 3: EMPLOYEES**

(1) Subject to the provisions of sub-clause (2) of this Clause, a manufacturing establishment that is registered with the Council in terms of Clause 1 of this Chapter may employ, in addition to apprentices and trainees in terms of sub-clause 2.1(2) of Division A of this Agreement and the classes of employees referred to in Clause 2 of Division B and Clause 2 of Chapter I of Division C of this Agreement, any of the classes of employees referred to in Clause 2 of this Chapter under the terms and conditions laid down in this Chapter: Provided that where the provisions of Division A or B or Chapter I of Division C and the provisions of this Chapter are in conflict, the provisions of this Chapter shall obtain and have preference.

(2) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I of Division C relating to body shop assistants, PR Artisan and repair shop assistants shall not apply to manufacturing establishments registered as such by the Council.

## CHAPTER IV

### (AUTOMOTIVE ENGINEERING ESTABLISHMENTS)

#### CLAUSE 1: SCOPE OF APPLICATION AND REGISTRATION

(1) The provisions of this Chapter and all the provisions of Divisions A and B shall apply to automotive engineering establishments registered as such by the Council: Provided that where the said provisions of Divisions A and B are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.

(2) All automotive engineering establishments as defined in Clause 2 of Division A of this Agreement shall be deemed to be registered as automotive engineering establishments in terms of this Chapter of the Agreement.

#### CLAUSE 2: WAGES

(1) **Minimum wages**

The following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following wage schedules in the area of the region in which the establishment is situated and no employee shall accept a wage lower than that specified for his/her class in such area.

(2) **Certificate of Service**

On the assumption of duty with a new employer, an employer may require an operative, grade A, operative, grade B or operative engine assembler who wishes to claim credit for past experience, to produce a certificate of service reflecting details of his past experience in the form of Annexure A to this Agreement.

**'experience'** means the total period or periods of employment that an employee has had either with his present or any other employer in the particular occupation in which he is employed.

(3) **WAGE SCHEDULES:**

(a) Minimum wages from the **date of implementation** as determined by the Minister of Employment and Labour to **31 August 2026** –

**SCHEDULE**

Employee Class	Minimum Wages	
	PW	PH
<b>Grade 1</b>	1360.35	30.23
<b>Grade 2</b>	1810.35	40.23
<b>Grade 3</b>	1959.75	43.55
<b>Grade 4</b>	2140.65	47.57
<b>Grade 5</b>	2386.8	53.04
<b>Grade 6</b>	2866.5	63.7
<b>Grade 7</b>	3570.75	79.35
<b>Grade 8</b>	4081.95	90.71
<b>Watchman</b>	1649.15	*

**Note:** In the case of the wages specified for the under mentioned employees, the following special provisions shall apply for Operatives:

Employee Class	Minimum Wages	
	PW	PH
<b>Provisions for Operatives</b>		
<b>Operative Engine Assembler</b>		
1st 18 Months Experience	2386.8	53.04
thereafter	3570.75	79.35
<b>Operative Grade A</b>		
1st 18 Months Experience	2386.8	53.04
thereafter	2866.5	63.7
<b>Operative Grade B</b>		
1st 6 Months Experience	1959.75	43.55
thereafter	2140.65	47.57

**Apprenticeship and learnership minimum wages for the period **from the date of implementation** as determined by the Minister of Employment and Labour **to 31 August 2026** –**

Apprentices/Learners (All Chapters)		
	PW	PH
<b>3 Year Trade</b>		
First Year	2012.85	44.73
Second Year	2496.15	55.47
Third Year	3068.1	68.18
<b>4 Year Trade</b>		
First Year	2012.85	44.73
Second Year	2207.7	49.06
Third Year	2496.15	55.47
Fourth Year	3068.1	68.18
<b>NQF Learnership</b>		
Level 1	2012.85	44.73
Level 2	2207.7	49.06
Level 3	2496.15	55.47
Level 4	3068.1	68.18
<b>CBMT</b>		
Level 1	1919.25	42.65
Level 2	2397.15	53.27
Level 3	2881.8	64.04
Level 4	3354.3	74.54

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

(b) Minimum wages from **01 September 2026 to 31 August 2027** –

#### SCHEDULE

Employee Class	Minimum Wages	
	PW	PH
<b>Grade 1</b>	1428.3	31.74
<b>Grade 2</b>	1900.8	42.24
<b>Grade 3</b>	2057.85	45.73
<b>Grade 4</b>	2247.75	49.95
<b>Grade 5</b>	2506.05	55.69
<b>Grade 6</b>	3010.05	66.89
<b>Grade 7</b>	3749.4	83.32
<b>Grade 8</b>	4286.25	95.25
<b>Watchman</b>	1731.61	*

**Note:** In the case of the wages specified for the under mentioned employees, the following special provisions shall apply for Operatives:

Employee Class Provisions for Operatives	Minimum Wages		Guaranteed Increases	
	PW	PH	PW	PH
<b>Operative Engine Assembler</b>				
1st 18 Months Experience	2506.05	55.69	119.25	2.65
thereafter	3749.4	83.32	178.65	3.97
<b>Operative Grade A</b>				
1st 18 Months Experience	2506.05	55.69	119.25	2.65
thereafter	3010.05	66.89	143.55	3.19
<b>Operative Grade B</b>				
1st 6 Months Experience	2057.85	45.73	98.1	2.18
thereafter	2247.75	49.95	107.1	2.38

**Apprenticeship and learnership minimum wages from 01 September 2026 to 31 August 2027 –**

Apprentices/Learners (All Chapters)		
	PW	PH
<b>3 Year Trade</b>		
First Year	2073.15	46.07
Second Year	2570.85	57.13
Third Year	3160.35	70.23
<b>4 Year Trade</b>		
First Year	2073.15	46.07
Second Year	2273.85	50.53
Third Year	2570.85	57.13
Fourth Year	3160.35	70.23
<b>NQF Learnership</b>		
Level 1	2073.15	46.07
Level 2	2273.85	50.53
Level 3	2570.85	57.13
Level 4	3160.35	70.23
<b>CBMT</b>		
Level 1	1976.85	43.93
Level 2	2469.15	54.87
Level 3	2968.2	65.96
Level 4	3455.1	76.78

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

(c) Minimum wages from **01 September 2027 to 31 August 2028** –

### SCHEDULE

Employee Class	Minimum Wages	
	PW	PH
<b>Grade 1</b>	1499.85	33.33
<b>Grade 2</b>	1995.75	44.35
<b>Grade 3</b>	2160.9	48.02
<b>Grade 4</b>	2360.25	52.45
<b>Grade 5</b>	2631.15	58.47
<b>Grade 6</b>	3160.35	70.23
<b>Grade 7</b>	3937.05	87.49
<b>Grade 8</b>	4500.45	100.01
<b>Watchman</b>	1818.19	*

**Note:** In the case of the wages specified for the under mentioned employees, the following special provisions shall apply for Operatives:

Employee Class	Minimum Wages	
	PW	PH
<b>Provisions for Operatives</b>		
<b>Operative Engine Assembler</b>		
1st 18 Months Experience	2631.15	58.47
thereafter	3937.05	87.49
<b>Operative Grade A</b>		
1st 18 Months Experience	2631.15	58.47
thereafter	3160.35	70.23
<b>Operative Grade B</b>		
1st 6 Months Experience	2160.9	48.02
thereafter	2360.25	52.45

**Apprenticeship and learnership minimum wages from 01 September 2027 to 31 August 2028 –**

Apprentices/Learners (All Chapters)		
	PW	PH
<b>3 Year Trade</b>		
First Year	2135.25	47.45
Second Year	2647.8	58.84
Third Year	3255.3	72.34
<b>4 Year Trade</b>		
First Year	2135.25	47.45
Second Year	2342.25	52.05
Third Year	2647.8	58.84
Fourth Year	3255.3	72.34
<b>NQF Learnership</b>		
Level 1	2135.25	47.45
Level 2	2342.25	52.05
Level 3	2647.8	58.84
Level 4	3255.3	72.34
<b>CBMT</b>		
Level 1	2036.25	45.25
Level 2	2543.4	56.52
Level 3	3057.3	67.94
Level 4	3558.6	79.08

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

### CLAUSE 3: EMPLOYEES

(1) Subject to the provisions of sub-clause (2) of this Clause, an automotive engineering establishment which is registered with the Council in terms of Clause 1 of this Chapter may employ, in addition to apprentices and trainees in terms of sub-clause 2.1(2) of Division A of this Agreement, and the classes of employees referred to in Clause 3 of Division B and Clause 3 of Chapter I of Division C of this Agreement, any of the classes of employees referred to in Clause 4 of this Chapter under the terms and conditions laid down in this Chapter:

Provided that where the provisions of Division A or B or Chapter I of Division C and the provisions of this Chapter are in conflict, the provisions of this Chapter shall obtain and have preference.

**[NOTE: For special provisions relating to the ratio refer to Clause 5 of Division D of this Agreement.]**

- (2) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I of Division C relating to body shop assistants, PR Artisan and repair shop assistants shall not apply to automotive engineering establishments registered as such by the Council.
- (3) An employer shall not employ a diesel pump room assistant unless he has at least one artisan actively engaged in the pump room, and the number of diesel pump room assistants in his employ shall at no time exceed the number of artisans actively engaged in his pump room by more than one.
- (4)
  - (a) Subject to the proviso set out hereunder, an employer shall not engage an operative, grade A, operative, grade B, or operative, grade C unless he employs at least one artisan.
  - (b) At no time shall the total number of operatives, grade A, operatives, grade B, or operatives, grade C, employed at an establishment exceed the aggregate number of artisans employed at that establishment by more than one.

[**Note** - Applications for exemption from the provisions of this sub-clause must be directed to the Independent Board, i.e. **not** to Regional Councils as in the case of other exemptions.]

- (5) An employer shall not employ an operative engine assembler unless he has at least one artisan actively engaged in his workshop.
- (6) Where an employer carries on business in more than one establishment in the Motor Industry, the provisions of this Clause shall be observed in relation to each single establishment on its own.

## CHAPTER V

### (RECONDITIONING ESTABLISHMENTS)

#### CLAUSE 1: SCOPE OF APPLICATION AND REGISTRATION

- (1) The provisions of this Chapter and all of the provisions of Divisions A and B shall apply to reconditioning establishments registered as such by the Council: Provided that where provisions of Divisions A and B are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.

(2) (a) Application for registration as a reconditioning establishment for purposes of this Chapter shall be made by the employer to the Council or the Regional Council having jurisdiction in such form as may be prescribed, and the Council may, in its discretion, register the establishment concerned for such period and subject to such terms and conditions as it may determine and shall issue the employer with a certificate to the effect.

(b) The Council may at any time withdraw or vary the terms of a certificate issued under paragraph (a) of this sub-clause and the employer shall, when so required, in writing, return the certificate to the Council within 10 days after receipt of such written notification.

(c) An employer whose reconditioning establishment is not registered under paragraph (a) of this sub-clause shall in respect of such establishment be subject to the provisions of Chapter I of Division C of this Agreement.

**[NOTE:** For special provisions relating to the ratio refer to Clause 5 of Division D of this Agreement.]

## CLAUSE 2: WAGES

(1) **Minimum Wages**

The following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following wage schedules. No employee shall accept a wage lower than that specified for his/her class in such area.

(2) **Setting bonus**

The minimum weekly rates prescribed for operatives Grades 4 & 5 hereunder shall be increased by –

(a) **R5.85** from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;

(b) **R6.14** for the period **01 September 2026 to 31 August 2027**; and

(c) **R6.45** for the period **01 September 2027 to 31 August 2028**,

if the employee at any time in the course of his duties sets and adjusts the machine(s) he operates.

**(3) Bonus**

The minimum weekly wage prescribed for an operative supervisor in the Schedule hereunder shall be increased by –

(a) **R11.69** from the date of implementation as determined by the Minister of Employment and Labour **to 31 August 2026**;

(b) **R12.27** for the period **01 September 2026 to 31 August 2027**; and

(c) **R12.88** for the period **01 September 2027 to 31 August 2028**,

if the employee at any time in the course of his duties checks the work of operative classes of workers and uses measuring instruments in the process.

**(4) Experience**

'Experience', for the purposes of this Clause, means the total period or periods of employment which an employee has had either with his present or any other employer in the particular occupation in which he is employed.

**(5) WAGE SCHEDULES:**

(a) Minimum wages **from the date of implementation** as determined by the Minister of Employment and Labour **to 31 August 2026** –

**PART A: MISCELLANEOUS**

Employee Class	Minimum Wages	
	PW	PH
<b>Grade 1</b>	1360.35	30.23
<b>Grade 2</b>	1810.35	40.23
<b>Grade 3</b>	1959.75	43.55
<b>Grade 4</b>	2140.65	47.57
<b>Grade 5</b>	2386.8	53.04
<b>Grade 6</b>	2866.5	63.7
<b>Grade 7</b>	3570.75	79.35
<b>Grade 8</b>	4081.95	90.71
<b>Watchman</b>	1649.15	*

**PART B: OPERATIVES**

Employee Class	Minimum Wages	
	PW	PH
<b>Grade 4</b>	2140.65	47.57
<b>Grade 5</b>	2386.8	53.04

**Apprenticeship and learnership minimum wages for the period **from the date of implementation** as determined by the Minister of Employment and Labour **to 31 August 2026** –**

Apprentices/Learners (All Chapters)		
	PW	PH
<b>3 Year Trade</b>		
First Year	2012.85	44.73
Second Year	2496.15	55.47
Third Year	3068.1	68.18
<b>4 Year Trade</b>		
First Year	2012.85	44.73
Second Year	2207.7	49.06
Third Year	2496.15	55.47
Fourth Year	3068.1	68.18
<b>NQF Learnership</b>		
Level 1	2012.85	44.73
Level 2	2207.7	49.06
Level 3	2496.15	55.47
Level 4	3068.1	68.18
<b>CBMT</b>		
Level 1	1919.25	42.65
Level 2	2397.15	53.27
Level 3	2881.8	64.04
Level 4	3354.3	74.54

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

(b) Minimum wages from **01 September 2026 to 31 August 2027**.

#### **PART A: MISCELLANEOUS**

Employee Class	Minimum Wages	
	PW	PH
<b>Grade 1</b>	1428.3	31.74
<b>Grade 2</b>	1900.8	42.24
<b>Grade 3</b>	2057.85	45.73
<b>Grade 4</b>	2247.75	49.95
<b>Grade 5</b>	2506.05	55.69
<b>Grade 6</b>	3010.05	66.89
<b>Grade 7</b>	3749.4	83.32
<b>Grade 8</b>	4286.25	95.25
<b>Watchman</b>	1731.61	*

**PART B: OPERATIVES**

Employee Class	Minimum Wages	
	PW	PH
Grade 4	2247.75	49.95
Grade 5	2506.05	55.69

**Apprenticeship and learnership minimum wages from 01 September 2026 to 31 August 2027 –**

Apprentices/Learners (All Chapters)		
	PW	PH
<b>3 Year Trade</b>		
First Year	2073.15	46.07
Second Year	2570.85	57.13
Third Year	3160.35	70.23
<b>4 Year Trade</b>		
First Year	2073.15	46.07
Second Year	2273.85	50.53
Third Year	2570.85	57.13
Fourth Year	3160.35	70.23
<b>NQF Learnership</b>		
Level 1	2073.15	46.07
Level 2	2273.85	50.53
Level 3	2570.85	57.13
Level 4	3160.35	70.23
<b>CBMT</b>		
Level 1	1976.85	43.93
Level 2	2469.15	54.87
Level 3	2968.2	65.96
Level 4	3455.1	76.78

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

(c) Minimum wages from **01 September 2027 to 31 August 2028**.

#### **PART A: MISCELLANEOUS**

Employee Class	Minimum Wages	
	PW	PH
<b>Grade 1</b>	1499.85	33.33
<b>Grade 2</b>	1995.75	44.35
<b>Grade 3</b>	2160.9	48.02
<b>Grade 4</b>	2360.25	52.45
<b>Grade 5</b>	2631.15	58.47
<b>Grade 6</b>	3160.35	70.23
<b>Grade 7</b>	3937.05	87.49
<b>Grade 8</b>	4500.45	100.01
<b>Watchman</b>	1818.19	*

#### **PART B: OPERATIVES**

Employee Class	Minimum Wages	
	PW	PH
<b>Grade 4</b>	2360.25	52.45
<b>Grade 5</b>	2631.15	58.47

**Apprenticeship and learnership minimum wages from 01 September 2027 to 31 August 2028 –**

Apprentices/Learners (All Chapters)		
	PW	PH
<b>3 Year Trade</b>		
First Year	2135.25	47.45
Second Year	2647.8	58.84
Third Year	3255.3	72.34
<b>4 Year Trade</b>		
First Year	2135.25	47.45
Second Year	2342.25	52.05
Third Year	2647.8	58.84
Fourth Year	3255.3	72.34
<b>NQF Learnership</b>		
Level 1	2135.25	47.45
Level 2	2342.25	52.05
Level 3	2647.8	58.84
Level 4	3255.3	72.34
<b>CBMT</b>		
Level 1	2036.25	45.25
Level 2	2543.4	56.52
Level 3	3057.3	67.94
Level 4	3558.6	79.08

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

**CLAUSE 3: EMPLOYEES**

- (1) Subject to the provisions of sub-clause (2) of this Clause, a reconditioning establishment which is registered with the Council in terms of Clause 1 of this Chapter may employ, in addition to apprentices and trainees in terms of sub-clause 2.1(2) of Division A of this Agreement and the classes of employees referred to in Clause 2 of Division B and Clause 2 of Chapter I of Division C of this Agreement, any of the classes of employees referred to in Clause 2 of this Chapter under the terms and conditions laid down in this Chapter: Provided that where the provisions of Division A or B or Chapter I of Division C and the provisions of this Chapter are in conflict, the provisions of this Chapter shall obtain and have preference.
- (2) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I of Division C relating to body shop assistants, PR Artisan and repair shop assistants shall not apply to reconditioning establishments registered as such by the Council.

## DIVISION D

### SPECIAL PROVISIONS RELATING TO SECTORS

#### CLAUSE 1: SCOPE OF APPLICATION

The provisions of this Division shall apply to all establishments operating in the Motor Industry, excluding **Sector 1 (Chapter III)**: Provided that the inclusion of Division D shall be deemed to be a transitional arrangement for the further development of a new bargaining model for the Industry, and the inclusion thereof shall be by consensus of the parties, failing which it shall be deleted from future collective Agreements.

#### CLAUSE 2: DEFINITIONS

For the purposes of this Division –

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

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

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

**'Sector 4'** means **service and repair establishments (Chapter I)**, i.e. motor cycle sales and repairers; battery sales and repairers; tyre sales, repairs and wheel alignment, tyre retreaders; exhaust, tow-bar and shock-absorber fitters; radio, alarms and immobilizer fitters; sun roof fitters; air-conditioning fitters; body repairers; upholsterer and motor trimmers, auto electrical repairers; auto valet and steam cleaners; prop-shafts and CV joints repairers; motor plastic component repairers, glass fitters; 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 (Chapter I)**;

**'Sector 6'** means **dealers sales and distribution establishments (Chapter I)**, i.e. used motor vehicle, bus truck and tractor sales and repairers; franchised motor vehicle, bus, truck, tractors and

parts sales and repairers; caravan sales and repairers; and agricultural equipment sales and repairers;

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

### CLAUSE 3: GUARANTEED WAGES INCREASES

(1) **GUARANTEED WAGE INCREASES: SECTORS 1 (CHAPTER II), 2, 3, 4, 5 AND 7:**

(a) An employer shall pay his employees, who at the time of publication of this Agreement are earning above the minimum wages prescribed in terms of Division B and Division C, Chapter I, II, IV and V, the guaranteed wage increases as set out below.

(b) An employer may pro-rate the guaranteed wage increases for employees with less than 12 months' service, with the proviso that they will only be implemented with effect from the 7<sup>th</sup> month.

**Note:** Calculated as a twelfth of the year i.e.  $\frac{7}{12}$ ;  $\frac{8}{12}$ ;  $\frac{9}{12}$ ;  $\frac{10}{12}$  or  $\frac{11}{12}$  x guaranteed wage increase.

(c) An employer who has granted an increase over and above the prescribed increases during the preceding 12 months may offset those increases against the increases set out below; provided that no wage increases shall be offset on more than one occasion.

(d) The parties shall undertake not to embark upon or participate in any industrial action as a result of disputes on guaranteed wage increases relating to any other sector of the Motor Industry: Provided that the employer has implemented the guaranteed wage increases. Any such industrial action shall be deemed unprotected.

(e) For the period from the **date of implementation** as determined by the Minister of Employment and Labour of **to 31 August 2020**, the following guaranteed wage increases shall be paid by an employer to each of the classes specified in the following Wage schedule:

**A. WAGE SCHEDULE: SECTOR 1 (Chapter II), 2, 3, 4, 5 and 7  
(DIVISION B: CLAUSE 2: WAGES)**

(1) For the period **from the date of implementation** as determined by the Minister of Employment and Labour **to 31 August 2026**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class	Guaranteed Increases	
	Sectors 1,2,3,4,5 & 7	
	PW	PM
a) Office, stores sales and Clerical employee- during 1st year of experience during 2nd year of experience during 3rd year of experience thereafter	81.37 92.85 106.93 124.15	352.6 402.35 463.36 537.98
b) Motor vehicle sales person- during 1st year of experience thereafter	98.18 126.59	425.45 548.56
c) Bookkeeper	159.61	691.64
d) Accountant	271.53	1176.63
e) Parts salesperson - during 1st year of experience thereafter	102.34 125.71	443.47 544.74
f) Traveller - during 1st year of experience thereafter	102.76 125.71	445.29 544.74
g) Supply sales person - during 1st year of experience during 2nd year of experience during 3rd year of experience thereafter	102.76 117.7 131.94 141.6	445.29 510.03 571.74 613.6
h) Part-time employees	*	*

(2) For the period **from 01 September 2026 to 31 August 2027**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class	Guaranteed Increases	
	Sectors 1,2,3,4,5 & 7	
	PW	PM
a) Office, stores sales and Clerical employee- during 1st year of experience during 2nd year of experience during 3rd year of experience thereafter	85.44 97.49 112.28 130.35	370.24 422.46 486.55 564.85
b) Motor vehicle sales person- during 1st year of experience thereafter	103.09 132.91	446.72 575.94
c) Bookkeeper	167.59	726.22
d) Accountant	285.11	1235.48
e) Parts salesperson - during 1st year of experience thereafter	107.45 132	465.62 572
f) Traveller - during 1st year of experience thereafter	107.9 132	467.57 572
g) Supply sales person - during 1st year of experience during 2nd year of experience during 3rd year of experience thereafter	107.9 123.59 138.54 148.68	467.57 535.56 600.34 644.28
h) Part-time employees	*	*

(3) For the period **from 01 September 2027 to 31 August 2028**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

PRESCRIBED MINIMUM & GUARANTEED WAGE		
DIVISION B & D, Wages - All Chapters & Sectors		
Employee Class	Guaranteed Increases	
	Sectors 1,2,3,4,5 & 7	
	PW	PM
a) Office, stores sales and Clerical employee- during 1st year of experience during 2nd year of experience during 3rd year of experience thereafter	89.71 102.37 117.89 136.87	388.74 443.6 510.86 593.1
b) Motor vehicle sales person- during 1st year of experience thereafter	108.24 139.56	469.04 604.76
c) Bookkeeper	175.97	762.54
d) Accountant	299.36	1297.23
e) Parts salesperson - during 1st year of experience thereafter	112.83 138.6	488.93 600.6
f) Traveller - during 1st year of experience thereafter	113.29 138.6	490.92 600.6
g) Supply sales person - during 1st year of experience during 2nd year of experience during 3rd year of experience thereafter	113.29 129.77 145.47 156.11	490.92 562.34 630.37 676.48
h) Part-time employees	*	*

**B. SECTORS 4, 5, and 7**  
**(DIVISION C: CHAPTER I – CLAUSE 2 - WAGES)**

(1) For the period **from the date of implementation** as determined by the Minister of Employment and Labour **to 31 August 2026**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class	Sector	Chapter	Guaranteed Increases	
			PW	PH
<b>Grade 1</b>				
Forecourt Attendant	5	1	98.28	2.18
Char	5	1	69.93	1.55
Parking Garage Attendant	4;7	1	64.8	1.44
<b>Grade 1</b>	1;2;3;4;7	1;2;4;5	64.8	1.44
<b>Grade 2</b>				
Cashier	5		96.93	2.15
<b>Grade 2</b>	1;2;3;4;5;7	1;2;4;5	86.4	1.92
<b>Grade 3</b>	1;2;3;4;5;7	1;2;4;5	93.15	2.07
<b>Grade 4</b>	2;3;4;7	1;4;5	102.15	2.27
<b>Grade 5</b>	1;2;3;4;7	1;2;4;5	113.85	2.53
<b>Grade 6</b>	1;2;3;4;7	1;2;4;5	136.35	3.03
<b>Grade 7</b>	1;2;3;4;7	1;2;4;5	170.1	3.78
<b>Grade 8</b>	1;2;3;4;7	1;2;4;5	194.4	4.32
<b>Watchman</b>	1;2;3;4;5;7	1;2;4;5	78.53	*

(2) For the period **01 September 2026 to 31 August 2027**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class			Guaranteed Increases	
	Sector	Chapter	PW	PH
<b>Grade 1</b>				
Forecourt Attendant	5	1	83.18	1.85
Char	5	1	42.23	0.94
Parking Garage Attendant	4;7	1	67.95	1.51
<b>Grade 1</b>	1;2;3;4;7	1;2;4;5	67.95	1.51
<b>Grade 2</b>				
Cashier	5		61.58	1.37
<b>Grade 2</b>	1;2;3;4;5;7	1;2;4;5	90.45	2.01
<b>Grade 3</b>	1;2;3;4;5;7	1;2;4;5	98.1	2.18
<b>Grade 4</b>	2;3;4;7	1;4;5	107.1	2.38
<b>Grade 5</b>	1;2;3;4;7	1;2;4;5	119.25	2.65
<b>Grade 6</b>	1;2;3;4;7	1;2;4;5	143.55	3.19
<b>Grade 7</b>	1;2;3;4;7	1;2;4;5	178.65	3.97
<b>Grade 8</b>	1;2;3;4;7	1;2;4;5	204.3	4.54
<b>Watchman</b>	1;2;3;4;5;7	1;2;4;5	82.46	*

(3) For the period **01 September 2027 to 31 August 2028**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class			Guaranteed Increases	
	Sector	Chapter	PW	PH
<b>Grade 1</b>				
Forecourt Attendant	5	1	65.38	1.45
Char	5	1	43.78	0.97
Parking Garage Attendant	4;7	1	71.55	1.59
<b>Grade 1</b>	1;2;3;4;7	1;2;4;5	71.55	1.59
<b>Grade 2</b>				
Cashier	5		63.58	1.41
<b>Grade 2</b>	1;2;3;4;5;7	1;2;4;5	94.95	2.11
<b>Grade 3</b>	1;2;3;4;5;7	1;2;4;5	103.05	2.29
<b>Grade 4</b>	2;3;4;7	1;4;5	112.5	2.5
<b>Grade 5</b>	1;2;3;4;7	1;2;4;5	125.1	2.78
<b>Grade 6</b>	1;2;3;4;7	1;2;4;5	150.3	3.34
<b>Grade 7</b>	1;2;3;4;7	1;2;4;5	187.65	4.17
<b>Grade 8</b>	1;2;3;4;7	1;2;4;5	214.2	4.76
<b>Watchman</b>	1;2;3;4;5;7	1;2;4;5	86.58	*

**C. SECTOR 1 (DIVISION C: CHAPTER II – CLAUSE 2: WAGES)**

(1) For the period from the **date of implementation** as determined by the Minister of Employment and Labour to **31 August 2026**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class			Guaranteed Increases	
	Sector	Chapter	PW	PH
<b>Grade 1</b>	1;2;3;4;7	1;2;4;5	64.8	1.44
<b>Grade 2</b>	1;2;3;4;5;7	1;2;4;5	86.4	1.92
<b>Grade 3</b>	1;2;3;4;5;7	1;2;4;5	93.15	2.07
<b>Grade 4</b>	2;3;4;7	1;4;5	102.15	2.27
<b>Grade 5</b>	1;2;3;4;7	1;2;4;5	113.85	2.53
<b>Grade 6</b>	1;2;3;4;7	1;2;4;5	136.35	3.03
<b>Grade 7</b>	1;2;3;4;7	1;2;4;5	170.1	3.78
<b>Grade 8</b>	1;2;3;4;7	1;2;4;5	194.4	4.32
<b>Watchman</b>	1;2;3;4;5;7	1;2;4;5	78.53	*

(2) For the period **01 September 2026 to 31 August 2027**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class			Guaranteed Increases	
	Sector	Chapter	PW	PH
<b>Grade 1</b>	1;2;3;4;7	1;2;4;5	67.95	1.51
<b>Grade 2</b>	1;2;3;4;5;7	1;2;4;5	90.45	2.01
<b>Grade 3</b>	1;2;3;4;5;7	1;2;4;5	98.1	2.18
<b>Grade 4</b>	2;3;4;7	1;4;5	107.1	2.38
<b>Grade 5</b>	1;2;3;4;7	1;2;4;5	119.25	2.65
<b>Grade 6</b>	1;2;3;4;7	1;2;4;5	143.55	3.19
<b>Grade 7</b>	1;2;3;4;7	1;2;4;5	178.65	3.97
<b>Grade 8</b>	1;2;3;4;7	1;2;4;5	204.3	4.54
<b>Watchman</b>	1;2;3;4;5;7	1;2;4;5	82.46	*

(3) For the period **01 September 2027 to 31 August 2028**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class	Sector	Chapter	Guaranteed Increases	
			PW	PH
<b>Grade 1</b>	1;2;3;4;7	1;2;4;5	71.55	1.59
<b>Grade 2</b>	1;2;3;4;5;7	1;2;4;5	94.95	2.11
<b>Grade 3</b>	1;2;3;4;5;7	1;2;4;5	103.05	2.29
<b>Grade 4</b>	2;3;4;7	1;4;5	112.5	2.5
<b>Grade 5</b>	1;2;3;4;7	1;2;4;5	125.1	2.78
<b>Grade 6</b>	1;2;3;4;7	1;2;4;5	150.3	3.34
<b>Grade 7</b>	1;2;3;4;7	1;2;4;5	187.65	4.17
<b>Grade 8</b>	1;2;3;4;7	1;2;4;5	214.2	4.76
<b>Watchman</b>	1;2;3;4;5;7	1;2;4;5	86.58	*

**D. SECTOR 3 : (DIVISION C : CHAPTER IV - CLAUSE 2 - WAGES)**

(1) For the period from the **date of implementation** as determined by the Minister of Employment and Labour **to 31 August 2026**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class	Sector	Chapter	Guaranteed Increases	
			PW	PH
<b>Grade 1</b>	1;2;3;4;7	1;2;4;5	64.8	1.44
<b>Grade 2</b>	1;2;3;4;5;7	1;2;4;5	86.4	1.92
<b>Grade 3</b>	1;2;3;4;5;7	1;2;4;5	93.15	2.07
<b>Grade 4</b>	2;3;4;7	1;4;5	102.15	2.27
<b>Grade 5</b>	1;2;3;4;7	1;2;4;5	113.85	2.53
<b>Grade 6</b>	1;2;3;4;7	1;2;4;5	136.35	3.03
<b>Grade 7</b>	1;2;3;4;7	1;2;4;5	170.1	3.78
<b>Grade 8</b>	1;2;3;4;7	1;2;4;5	194.4	4.32
<b>Watchman</b>	1;2;3;4;5;7	1;2;4;5	78.53	*

(2) For the period **01 September 2026 to 31 August 2027**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class	Sector	Chapter	Guaranteed Increases	
			PW	PH
<b>Grade 1</b>	1;2;3;4;7	1;2;4;5	67.95	1.51
<b>Grade 2</b>	1;2;3;4;5;7	1;2;4;5	90.45	2.01
<b>Grade 3</b>	1;2;3;4;5;7	1;2;4;5	98.1	2.18
<b>Grade 4</b>	2;3;4;7	1;4;5	107.1	2.38
<b>Grade 5</b>	1;2;3;4;7	1;2;4;5	119.25	2.65
<b>Grade 6</b>	1;2;3;4;7	1;2;4;5	143.55	3.19
<b>Grade 7</b>	1;2;3;4;7	1;2;4;5	178.65	3.97
<b>Grade 8</b>	1;2;3;4;7	1;2;4;5	204.3	4.54
<b>Watchman</b>	1;2;3;4;5;7	1;2;4;5	82.46	*

(3) For the period **01 September 2027 to 31 August 2028**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class	Sector	Chapter	Guaranteed Increases	
			PW	PH
<b>Grade 1</b>	1;2;3;4;7	1;2;4;5	71.55	1.59
<b>Grade 2</b>	1;2;3;4;5;7	1;2;4;5	94.95	2.11
<b>Grade 3</b>	1;2;3;4;5;7	1;2;4;5	103.05	2.29
<b>Grade 4</b>	2;3;4;7	1;4;5	112.5	2.5
<b>Grade 5</b>	1;2;3;4;7	1;2;4;5	125.1	2.78
<b>Grade 6</b>	1;2;3;4;7	1;2;4;5	150.3	3.34
<b>Grade 7</b>	1;2;3;4;7	1;2;4;5	187.65	4.17
<b>Grade 8</b>	1;2;3;4;7	1;2;4;5	214.2	4.76
<b>Watchman</b>	1;2;3;4;5;7	1;2;4;5	86.58	*

**E. SECTOR 2 (DIVISION C: CHAPTER V: CLAUSE 2: WAGES)**

(1) For the period from the **date of implementation** as determined by the Minister of Employment and Labour to **31 August 2026**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class	Sector	Chapter	Guaranteed Increases	
			PW	PH
<b>Grade 1</b>	1;2;3;4;7	1;2;4;5	64.8	1.44
<b>Grade 2</b>	1;2;3;4;5;7	1;2;4;5	86.4	1.92
<b>Grade 3</b>	1;2;3;4;5;7	1;2;4;5	93.15	2.07
<b>Grade 4</b>	2;3;4;7	1;4;5	102.15	2.27
<b>Grade 5</b>	1;2;3;4;7	1;2;4;5	113.85	2.53
<b>Grade 6</b>	1;2;3;4;7	1;2;4;5	136.35	3.03
<b>Grade 7</b>	1;2;3;4;7	1;2;4;5	170.1	3.78
<b>Grade 8</b>	1;2;3;4;7	1;2;4;5	194.4	4.32
<b>Watchman</b>	1;2;3;4;5;7	1;2;4;5	78.53	*

(2) For the period **01 September 2026 to 31 August 2027**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class	Sector	Chapter	Guaranteed Increases	
			PW	PH
<b>Grade 1</b>	1;2;3;4;7	1;2;4;5	67.95	1.51
<b>Grade 2</b>	1;2;3;4;5;7	1;2;4;5	90.45	2.01
<b>Grade 3</b>	1;2;3;4;5;7	1;2;4;5	98.1	2.18
<b>Grade 4</b>	2;3;4;7	1;4;5	107.1	2.38
<b>Grade 5</b>	1;2;3;4;7	1;2;4;5	119.25	2.65
<b>Grade 6</b>	1;2;3;4;7	1;2;4;5	143.55	3.19
<b>Grade 7</b>	1;2;3;4;7	1;2;4;5	178.65	3.97
<b>Grade 8</b>	1;2;3;4;7	1;2;4;5	204.3	4.54
<b>Watchman</b>	1;2;3;4;5;7	1;2;4;5	82.46	*

(3) For the period **01 September 2027 to 31 August 2028**, the following guaranteed wage increases shall be paid by an employer to each of the classes of employees specified in the following Wage Schedule –

Employee Class	Sector	Chapter	Guaranteed Increases	
			PW	PH
<b>Grade 1</b>	1;2;3;4;7	1;2;4;5	71.55	1.59
<b>Grade 2</b>	1;2;3;4;5;7	1;2;4;5	94.95	2.11
<b>Grade 3</b>	1;2;3;4;5;7	1;2;4;5	103.05	2.29
<b>Grade 4</b>	2;3;4;7	1;4;5	112.5	2.5
<b>Grade 5</b>	1;2;3;4;7	1;2;4;5	125.1	2.78
<b>Grade 6</b>	1;2;3;4;7	1;2;4;5	150.3	3.34
<b>Grade 7</b>	1;2;3;4;7	1;2;4;5	187.65	4.17
<b>Grade 8</b>	1;2;3;4;7	1;2;4;5	214.2	4.76
<b>Watchman</b>	1;2;3;4;5;7	1;2;4;5	86.58	*

(2) **MINIMUM WAGE SECTOR 6**

(a) For the period from the **date of implementation** as determined by the Minister of Employment and Labour **to 31 August 2026** the following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following Wage Schedule in the area of the Region in which the establishment is situated, and no employee shall accept a wage lower than that specified for his class in such area:

(i) **Division B Employees: Wage Schedule**

Employee Class	Minimum Wages	
	Sector 6 only	
	PW	PM
a) Office, stores sales and Clerical employee- during 1st year of experience during 2nd year of experience during 3rd year of experience thereafter	1744.05 1986.88 2289.96 2654.42	7557.55 8609.81 9923.16 11502.49
b) Motor vehicle sales person- during 1st year of experience thereafter	2061.8 2658.64	8934.47 11520.77
c) Bookkeeper	3380.92	14650.65
d) Accountant	5777.48	25035.75
e) Parts salesperson - during 1st year of experience thereafter	2157.91 2639.9	9350.94 11439.57
f) Traveller - during 1st year of experience thereafter	2157.91 2639.9	9350.94 11439.57
g) Supply sales person - during 1st year of experience during 2nd year of experience during 3rd year of experience thereafter	2157.91 2472.32 2770.76 2973.53	9350.94 10713.39 12006.63 12885.3
h) Part-time employees	*	*

- One-eleventh of the minimum weekly wage as prescribed for clerical employees in (a) hereof, for ordinary time worked on each day in any one week, or one forty-fifth of such prescribed minimum weekly wage for each hour or part of an hour of ordinary time worked in any one week, whichever is the greater.

(ii) **Other employees – Wage Schedule**

Employee Class	Sector	Chapter	Minimum Wages	
			PW	PH
<b>Grade 1</b>				
Forecourt Attendant	5	1	2060.55	45.79
<b>Grade 1</b>	6	1	1412.1	31.38
<b>Grade 2</b>	6	1	1892.7	42.06
<b>Grade 3</b>	6	1	2031.75	45.15
<b>Grade 4</b>	6	1	2218.5	49.3
<b>Grade 5</b>	6	1	2460.15	54.67
<b>Grade 6</b>	6	1	2929.5	65.1
<b>Grade 7</b>	6	1	3613.05	80.29
<b>Grade 8</b>	6	1	4127.85	91.73
<b>Watchman</b>	6	1	1708.17	*

(iii) **Apprenticeship and learnership minimum wages for the period from the date of implementation as determined by the Minister of Employment and Labour to 31 August 2026 –**

Apprentices/Learners (All Chapters)		
	PW	PH
<b>3 Year Trade</b>		
First Year	2012.85	44.73
Second Year	2496.15	55.47
Third Year	3068.1	68.18
<b>4 Year Trade</b>		
First Year	2012.85	44.73
Second Year	2207.7	49.06
Third Year	2496.15	55.47
Fourth Year	3068.1	68.18
<b>NQF Learnership</b>		
Level 1	2012.85	44.73
Level 2	2207.7	49.06
Level 3	2496.15	55.47
Level 4	3068.1	68.18
<b>CBMT</b>		
Level 1	1919.25	42.65
Level 2	2397.15	53.27
Level 3	2881.8	64.04
Level 4	3354.3	74.54

(b) For the period **01 September 2026 to 31 August 2027**, the following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following Wage Schedule in the area of the Region in which his establishment is situated, and no employee shall accept a wage lower than that specified for his class in such area:

(i) **Division B Employees: Wage Schedule**

- One-eleventh of the minimum weekly wage as prescribed for clerical employees in (a) hereof, for ordinary time worked on each day in any one week, or one forty-fifth of such prescribed minimum weekly wage for each hour or part of an hour of ordinary time worked in any one week, whichever is the greater.

(ii) **Other employees – Wage Schedule**

Employee Class	Sector	Chapter	Minimum Wages	
			PW	PH
<b>Grade 1</b>				
Forecourt Attendant	5	1	2144.24	48.08
<b>Grade 1</b>	6	1	1482.75	32.95
<b>Grade 2</b>	6	1	1987.2	44.16
<b>Grade 3</b>	6	1	2133.45	47.41
<b>Grade 4</b>	6	1	2329.65	51.77
<b>Grade 5</b>	6	1	2583	57.4
<b>Grade 6</b>	6	1	3076.2	68.36
<b>Grade 7</b>	6	1	3793.5	84.3
<b>Grade 8</b>	6	1	4334.4	96.32
<b>Watchman</b>	6	1	1793.58	*

(iii) **Apprenticeship and learnership minimum wages from 01 September 2026 to 31 August 2027 –**

Apprentices/Learners (All Chapters)		
	PW	PH
<b>3 Year Trade</b>		
First Year	2073.15	46.07
Second Year	2570.85	57.13
Third Year	3160.35	70.23
<b>4 Year Trade</b>		
First Year	2073.15	46.07
Second Year	2273.85	50.53
Third Year	2570.85	57.13
Fourth Year	3160.35	70.23
<b>NQF Learnership</b>		
Level 1	2073.15	46.07
Level 2	2273.85	50.53
Level 3	2570.85	57.13
Level 4	3160.35	70.23
<b>CBMT</b>		
Level 1	1976.85	43.93
Level 2	2469.15	54.87
Level 3	2968.2	65.96
Level 4	3455.1	76.78

(c) For the period **01 September 2027 to 31 August 2028**, the following minimum wages shall be paid by an employer to each of the employees of the classes specified in the following Wage Schedule in the area of the Region in which his establishment is situated, and no employee shall accept a wage lower than that specified for his class in such area:

**(i) Division B Employees: Wage Schedule**

Employee Class	Minimum Wages	
	Sector 6 only	
	PW	PM
a) Office, stores sales and Clerical employee- during 1st year of experience during 2nd year of experience during 3rd year of experience thereafter	1922.81 2190.53 2524.68 2926.5	8332.18 9492.3 10940.28 12681.5
b) Motor vehicle sales person- during 1st year of experience thereafter	2273.13 2931.15	9850.23 12701.65
c) Bookkeeper	3727.47	16152.37
d) Accountant	6369.67	27601.9
e) Parts salesperson - during 1st year of experience thereafter	2379.1 2910.5	10309.43 12612.17
f) Traveller - during 1st year of experience thereafter	2379.1 2910.5	10309.43 12612.17
g) Supply sales person - during 1st year of experience during 2nd year of experience during 3rd year of experience thereafter	2379.1 2725.74 3054.77 3278.32	10309.43 11811.54 13237.34 14206.05
h) Part-time employees	*	*

- One-eleventh of the minimum weekly wage as prescribed for clerical employees in (a) hereof, for ordinary time worked on each day in any one week, or one forty-fifth of such prescribed minimum weekly wage for each hour or part of an hour of ordinary time worked in any one week, whichever is the greater.

## (ii) Other employees – Wage Schedule

Employee Class		Minimum Wages		
	Sector	Chapter	PW	PH
<b>Grade 1</b>				
Forecourt Attendant	5	1	2209.95	49.99
<b>Grade 1</b>	6	1	1557	34.6
<b>Grade 2</b>	6	1	2086.65	46.37
<b>Grade 3</b>	6	1	2240.1	49.78
<b>Grade 4</b>	6	1	2446.2	54.36
<b>Grade 5</b>	6	1	2712.15	60.27
<b>Grade 6</b>	6	1	3230.1	71.78
<b>Grade 7</b>	6	1	3983.4	88.52
<b>Grade 8</b>	6	1	4551.3	101.14
<b>Watchman</b>	6	1	1883.26	*

## (iii) Apprenticeship and learnership minimum wages from 01 September 2027 to 31 August 2028 –

Apprentices/Learners (All Chapters)		
	PW	PH
<b>3 Year Trade</b>		
First Year	2135.25	47.45
Second Year	2647.8	58.84
Third Year	3255.3	72.34
<b>4 Year Trade</b>		
First Year	2135.25	47.45
Second Year	2342.25	52.05
Third Year	2647.8	58.84
Fourth Year	3255.3	72.34
<b>NQF Learnership</b>		
Level 1	2135.25	47.45
Level 2	2342.25	52.05
Level 3	2647.8	58.84
Level 4	3255.3	72.34
<b>CBMT</b>		
Level 1	2036.25	45.25
Level 2	2543.4	56.52
Level 3	3057.3	67.94
Level 4	3558.6	79.08

**CLAUSE 4: PAYMENT OF EARNINGS****(1) Sector 7: Part Salesperson**

(a) The monthly earnings due to monthly paid employees shall be paid to them not later than the last working day of each calendar month: provided that the commission on sales due to a parts sales person employed in an establishment mainly or exclusively engaged in the sale of automotive parts and equipment and accessories shall not be calculated earlier than the 20<sup>th</sup> day of the month to which it relates, and shall be paid not later than the 25<sup>th</sup> day of the following month, subject to the following conditions:

- (i) A part salesperson in the employ of any establishment described herein shall, at the end of the month of publication of this Agreement be paid commission equal to the average commission earned during the previous three months, or the average commission earned during any such lesser period, if newly engaged during the three months preceding the date of publication hereof.
- (ii) Should this bridging commission vary in favour of the employer by more than 10% of the actual commission earned, an adjustment shall be made by means of equal instalments over a period of three months reckoned from the date of payment of the adjusted commission.
- (iii) Should this bridging commission vary in favour of the parts salesperson the entire adjusted amount shall be paid to him in a single payment not later than the 25<sup>th</sup> day of the month following the month to which it relates;
- (iv) In the event of the termination of the services of the parts salesperson for any reason whatsoever the final commission payment shall be made to the employee concerned not later than the last working day of the month in which services are terminated.

**(2) Sector 6: Payment of Commission**

(a) The monthly earnings due to monthly paid employees shall be paid to them not later than the last working day of each calendar month: Provided that the commission on sales due to an employee shall not be calculated earlier than the 20<sup>th</sup> day of the month to which it relates, and shall be paid not later than the 25<sup>th</sup> day of the following month, subject to the following conditions:

- (i) An employee shall, at the end of the month of publication of this Agreement, be paid commission equal to the average commission earned during the

previous three months, or the average commission earned during any such lesser period, if newly engaged during the three months preceding the date of publication hereof.

- (ii) Should this bridging commission vary in favour of the employer by more than 10% of the actual commission earned, an adjustment shall be made by means of equal instalments over a period of three months reckoned from the date of payment of the adjusted commission.
- (iii) Should this bridging commission vary in favour of the employee the entire adjusted amount shall be paid to him in a single payment not later than the 25<sup>th</sup> day of the month following the month to which it relates.
- (iv) In the event of the termination of the services of the employee for any reason whatsoever the final commission payment shall be made to the employee concerned not later than the last working day of the month in which services are terminated.

## CLAUSE 5: RATIO PROVISIONS

- (1) The following ratio provisions shall apply to Sectors 3, 5 and 7 (Chapters I and IV):
  - (a) Exemption to the existing ratio provisions as prescribed in Clause 3, Chapter I and Clause 3 of Chapter IV of Division C shall be granted to permit one additional:
    - Auto-electrician's Assistant
    - PR artisan
    - Body shop assistant
    - Diesel pump assistant
    - Motorcycle mechanic's assistant
    - Repair shop assistant
    - Scooter worker
    - Diesel pump room assistant
    - Operatives Grade A, Grade B and C
    - Operative engine assembler
  - (b) Applications for exemption from the ratio provisions shall be issued administratively by the Regional Secretaries of the Council and ratified by the first ensuing Regional Council meeting.
  - (c) The minimum prescribed wages to apply.
  - (d) Applications for exemption shall be limited to establishments employing a maximum

of three artisans.

(e) The provisions of this Clause shall not be deemed to require/allow an employer to dismiss any employee in his employ at date of coming into operation of this Agreement.

(2) The following ratio provisions shall apply to **Sector 2 (Chapter V)**:

(a) Establishments employing 20 or less employees actively engaged in the workshop activities only one artisan is required to supervise both brake and clutch operations.

(b) In establishments employing more than 20 employees actively engaged in the workshop activities, the employer needs one artisan for every 15 employees actively engaged in the workshop activities.

(c) The provisions of this Clause shall not be deemed to require/allow an employer to dismiss any employee in his employ at date of coming into operation of this Agreement.

(3) The following ratio provisions shall apply to **Sector 4 (Service and Repair establishments)**:

(a) An employer may engage two of the following employees for every artisan in his employ:

- Auto-electrician's assistants
- PR artisan
- Body shop assistants
- Diesel pump room assistants
- Motorcycle mechanic's assistants
- Repair shop assistants
- Scooter workers
- Diesel pump room assistants

[Note: Applications for exemption from the provisions of this sub-clause shall be directed to the Independent Board, i.e. not Regional Councils as for other exemptions.]

(b) In addition to the above ratio provisions, an employer may apply for exemption in respect of one additional employee per categories under sub-clause 5(1)(a) and 5(3).

(c) Applications for exemption as per sub-clause (a) above shall be issued administratively by the Regional Secretaries of the Council and ratified by the first ensuing Regional Council meeting.

(d) The minimum prescribed wages to apply.

- (e) Application for exemption shall be supported by proof of –
  - (i) Accredited skills programme or learnership programmes;
  - (ii) duration thereof;
  - (iii) Proof of registration with a relevant SETA.
- (f) Sub-clauses (4)(a) to (4)(d) to be viewed as a transitional arrangement until the conclusion of the job grading and training committee processes.



**MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO****ANNEXURE A**

**[Stipulated in sub-clause 2.2 of Chapter IV of Division C]**

***CERTIFICATE OF SERVICE***

..... (name of employee) has been employed by me as an operative, grade A, operative, grade B or operative, grade C\* from ..... to .....

During this period he operated the following machines:

Re-boring machine  
Cylinder honing machine  
Crankshaft grinder  
Connecting-rod machine  
Surface grinding machine  
Valve re-facing machine

(Cross out those which the employee did not operate.)

(Signed) .....  
**Employer**

Name of firm .....

\*If the person referred to in this Certificate was for the first part of his employment an operative, grade A, operative, grade B or operative, grade C and was employed subsequently as an operative, grade A, operative, grade B or operative, grade C, please insert the relative dates here:

Employed as operative, grade A, operative, grade B or operative, grade C ..... to .....  
Employed as operative, grade A, operative, grade B or operative, grade C ..... to .....  
.....



**MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO****ANNEXURE B****[Stipulated in sub-clauses 3.10 and 9.1 of Division A]**

The attention of all concerned is drawn to the following Clauses in the Main Agreement of the Motor Industry Bargaining Council - MIBCO:

**Employment on artisan's work:** sub-clause 3.10(1) of Division A in terms of which it is an **offence** for an employer to instruct or permit an employee or for an employee to instruct any other employee (not being an artisan, PR artisan, apprentice, or trainee under the Skills Development Act 97 of 1981), to do artisan's work.

**Outwork:** sub-clause 9.1 of Division A in terms of which it is an **offence** for any employee to engage in motor vehicle repair work, **whether for gain or not**, except -

- (a) on behalf of his employer; or
- (b) on a motor vehicle registered in the employee's name.



## THE MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

### ANNEXURE C

[Stipulated in sub-clause 9.5 of Division A]

### TOOL LIST

#### *Motor mechanic*

- 1 Set knuckle spanners, 10, 11, 12, 14, 16, 17, 19 mm
- 1 Set combination spanners, 6 mm to 25 mm.
- 2 Shifting spanners, 150 mm and 300 mm.
- 1 Monkey wrench.
- 1 Set socket wrenches,  $\frac{1}{2}$ " drive, 6 mm to 25 mm.
- 1 Set tappet spanners.
- 1 Set chisels (small).
- 1 Soft tip hammer, 450 g.
- 1 Ball peen hammer, 125g.
- 1 Engineer's hammer, 900 g.
- 1 Set twist drills, 1 mm to 10 mm.
- 1 Pair tin snips, 200 mm.
- 1 Hacksaw frame.
- 1 Oil can.
- 1 Steel ruler, 300 mm.
- 1 Set feeler gauges.
- 1 Pair side cutting pliers, 150 mm.
- 1 Pair gas pliers, 150 mm.
- 1 Pair water pump pliers.
- 1 Valve grinder, suction type.
- 1 Scriber.
- 1 Centre punch.
- 1 Set pin punches, up to 8 mm.
- 1 Set  $\frac{1}{4}$ " drive sockets, 4 mm to 12 mm.
- 1 Pair needle nose pliers, 200mm.
- 2 Circlip pliers (inner and outer)
- 1 Pair combination pliers
- 1 Vice grip
- 2 Sets spline bits (fine and coarse)
- 1 Oil filter tool
- 1 Set allen keys
- 1 Tyre pressure gauge
- 1 Test light
- 1 – 3-piece pipe spanners (flange)
- 1 Half round file, 150mm.
- 1 Round file, 150 mm.
- 1 Flat file, 150 mm.
- 1 Vernier, 150 mm.
- 1 Thread file, 150 mm.
- 1 Set Phillips screwdrivers
- 3 Flat screwdrivers, 150 mm, 200 mm and 300 mm.
- 2 Spark plug sockets, 16 mm and 21 mm.

#### *Vehicle body builder*

- 1 Panel saw, 8 teeth 25,4 mm.
- 1 Tenon saw.
- 1 Keyhole saw.
- 1 Set firmer chisels, 6 mm to 25 mm.
- 1 Marking gauge.
- 1 Set auger bits, 12 mm to 25 mm.
- 1 Screwdriver bit.

1 Countersunk bit.  
 1 Set jobber's drills, 6 mm to 12 mm  
 2 G clamps, 150 mm.  
 1 Pair dividers, 225 mm.  
 1 Pair tin snips, 200 mm.  
 1 Soft tip hammer.  
 1 Cross-peen hammer, 900g.  
 1 Hammer, 1 800 g.  
 1 Set flat screwdrivers, 150 mm and 300 mm.  
 1 Ruler, 1 metre.  
 3 Squares, 300 mm and 600 mm.  
 1 Bevel, 150 mm.  
 1 Cold chisel.  
 1 Scraper.  
 1 Set combination spanners, 6 mm to 25 mm.  
 1 Centre punch.  
 1 Hacksaw frame.  
 1 Set star screwdrivers.

***Welder***

1 Wire brush.  
 1 Set chisels (assorted) for metal.  
 1 Hammer.  
 1 Ruler, 300 mm.  
 1 Chipping hammer.  
 2 G clamps.  
 1 Square.  
 1 Set drills, 1 mm to 10 mm.  
 1 Pair blacksmith's tongs.  
 1 Pair water pump pliers.  
 1 Pair combination pliers.  
 4 Assorted files, 150 mm.  
 1 File handle.  
 1 Steel tape, 2 metres.  
 2 Shifting spanners.  
 1 Set Screwdrivers.  
 1 Hacksaw frame.  
 1 Vice grip

***Automotive sheet metal worker/auto body repairer/panelbeater***

1 Planishing hammer.  
 1 Blocking hammer.  
 1 Peenhead hammer.  
 1 Cross-peen hammer, 450 g.  
 1 Set of dollies.  
 1 Soft tip hammer.  
 1 Set combination spanners, 6 mm to 25 mm  
 1 Set assorted punches, up to 13 mm.  
 2 G clamps, 100 mm to 200 mm.  
 1 Fender bead pliers.  
 1 Fender flange pliers.  
 1 Pair snips, straight.  
 1 Pair snips, curved.  
 1 Metal square, 450 mm.  
 1 Pair compasses/divider  
 2 Cold chisels.  
 1 Steel ruler, 300 mm.  
 1 Steel tape, 2 metres.  
 1 Set spoons.  
 1 Hacksaw frame.  
 1 Set screwdrivers, 150 mm and 250 mm.  
 1 Set Phillips screwdrivers.

1 Half round file, 150 mm.  
1 Round file, 150 mm.  
1 Flat file, 150 mm.  
1 Three-cornered file, 150 mm.

**Automotive electrician**

2 Hammers, 225 g and 675 g  
1 Large screwdriver.  
1 Medium screwdriver.  
1 Set Phillips screwdrivers.  
1 Pair multi-grip pliers.  
1 Pair side cutting pliers, 150 mm.  
1 Pair gas pliers, 150 mm.  
1 Long nose pliers, 150 mm.  
1 Set socket wrenches, 12,5 mm to 25 mm.  
1 Set combination spanners, 6 mm to 25 mm.  
1 Set spanners, 6 mm to 25 mm.  
2 Shifting spanners, 150 mm and 250 mm.  
1 Set of three small chisels.  
1 Set pin punches, small  
1 Small brace.  
1 Centre punch  
1 Pair wire trimming cutters.  
1 Hacksaw frame.  
1 Set feeler gauges.  
1 Vernier, 150 mm  
1 Small service socket kit,  $\frac{1}{4}$ " drive, 4 mm to 12 mm.  
1 Pair scissors.  
1 Set drills, steel, 1 mm to 10 mm.  
1 Steel ruler, 300 mm.  
1 Half round file, 150 mm.  
1 Round file, 150 mm.  
1 Flat file, 150 mm.  
1 Thread file.  
1 Test lamp.  
2 Spark plug sockets, 16 mm and 21 mm.

**Trimmer**

1 Tack hammer (magnetic).  
1 Ball peen hammer, 675 g.  
1 Pair scissors, 300 mm.  
1 Nail punch.  
1 Revolving leather punch.  
1 Set screwdrivers, 150 mm, 200 mm and 300 mm.  
1 Tailor's ruler, 1 metre.  
1 Tape measure, 2 metres.  
2 Pairs trimmer's pliers.  
1 Set twist drills, 1 mm to 10 mm.  
1 Cold chisel, 13 mm.  
1 Square, 350 mm x 600 mm.  
1 Set ring spanners, up to 25 mm.  
1 Set combination spanners, up to 25 mm.  
1 Pair small pincers.  
1 Claw tool.  
1 Set of three Phillips screwdrivers.  
1 Pair side cutting pliers  
1 Pair gas pliers  
2 Trimmer's knives (1 curved)  
1 Set bell punches up to 25 mm.  
1 Set pin punches.  
1 Hacksaw frame.

1 Pair dividers.  
 2 Circular needles.  
 1 Set box spanners, 4,75 mm to 19 mm.  
 1 Pair pliers, cushion spring clip.  
 3 Small chisels, up to 13 mm.  
 1 Centre punch.  
 1 Set allen keys.  
 2 Sets spline bits (fine and coarse)

***Automotive machinist and fitter/automotive turner and machinist***

1 Pair inside callipers.  
 1 Pair outside callipers.  
 1 Depth gauge.  
 1 Set Screwdrivers.  
 1 Ball peen hammer, 475 g.  
 1 Engineer's hammer, 900 g.  
 1 Shifting wrench.  
 1 Set feeler gauges.  
 2 Steel rulers, 150 mm and 300 mm.  
 1 Pair dividers.  
 1 Centre punch  
 1 File handle.  
 1 Hacksaw frame.  
 1 Oil can.  
 1 Vernier gauge, 150 mm  
 1 Radius gauge.  
 1 Set sockets, 10-22 mm.  
 1 Power bar.  
 1 Set combination spanners 10-22 mm  
 1 Half round file  
 1 Round file.  
 1 Flat file.  
 2 Sets Allen keys (imperial and metric)  
 Vice grips.  
 1 Pair pliers  
 Thread gauge.  
 T-wrench.

***Engine fitter***

1 Set knuckle spanners, 10, 11, 12, 13, 14, 16, 17 and 19 mm.  
 1 Set combination spanners, 6 mm to 25 mm.  
 1 Set socket wrenches, 6 mm to 25 mm.  
 1 Set chisels (small).  
 1 Soft tip hammer, 450 g.  
 1 Engineer's hammer, 990 g.  
 1 Ball peen hammer, 475 g.  
 1 Round file, 150 mm.  
 1 Pair tin snips, 200 mm.  
 1 Hacksaw frame.  
 1 Oil can.  
 2 Steel rulers, 150 mm and 300 mm.  
 1 Set feeler gauges.  
 1 Pair side cutting pliers, 150 mm.  
 1 Pair gas pliers, 150 mm.  
 1 Pair water pump pliers  
 1 Valve grinder, suction type.  
 1 Scriber.  
 1 Centre punch.  
 1 Set pin punches up to 8 mm.  
 1 Pair dividers.  
 1 Half round file, 150 mm.

1 Flat file, 150 mm.  
1 Three-cornered file, 150 mm.  
1 Vernier, 150 mm.  
1 Set Phillips Screwdrivers.  
1 Set screwdrivers, 150 mm, 200 mm and 300 mm.  
1 Set belt punches, up to 12,6 mm.  
2 Spark plug sockets, 16 mm and 21 mm.  
Vice grip.  
1 Set Allen keys.  
1 Set multi-spline bits.

***Fitter and turner***

2 Pairs inside callipers.  
2 Pairs outside callipers.  
1 Combination set, 150 mm x 300 mm.  
1 Depth gauge.  
2 Screwdrivers.  
2 Hammers.  
2 Scrapers.  
1 Shifting spanner.  
1 Screw-pitch gauge.  
1 Set feeler gauges.  
1 Oil can.  
1 Surface gauge.  
2 Steel rulers, 150 mm and 300 mm.  
1 Pair dividers.  
1 Pair hermaphrodite callipers.  
1 Centre punch.  
1 Screwing tool, centre gauge.  
1 Set drills, straight shank, 1 mm to 10 mm  
1 File handle.  
1 Hacksaw frame.  
1 Half round file.  
1 Round file.  
1 Flat file.

***Spray painter***

1 Set striping brushes.  
1 Chalk line.  
1 Ruler, 1 metre.  
1 Set liners.



## MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

## ANNEXURE D

[Stipulated in Clause 2 of Division A]

APPLICATION FOR REGISTRATION AS AN ACCREDITED SUSPENSION WORKSHOP UNDER  
CHAPTER I - DIVISION C OF THE MAIN AGREEMENT

PARTY SHOP	RMI	
	FRA	

NON-PARTY SHOP	
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FULL NAME OF ESTABLISHMENT \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
—STREET  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
—POSTAL  
ADDRESS \_\_\_\_\_  
—  
\_\_\_\_\_  
—TELEPHONE No.  FAX No. E-MAIL  
ADDRESS NAME(S) OF OWNER(S)  PARTNER(S)  DIRECTOR(S)  MEMBER(S) DATE

C.	STORAGE FACILITIES FOR TOOLS	REQD	*ACTUAL

D.	SCHEDULED PLAN FOR GOOD HOUSEKEEPING AND THE ENVIRONMENT (SAFETY)	REQD	*ACTUAL

**SUPPLY DETAILS OF EMPLOYEES TO BE TRAINED OF SUSPENSION FITMENT**

NAME	D.O.E	EMPLOYEE / I.D. NUMBER

**SUPPLY DETAILS OF ARTISAN MOTOR MECHANICS AND OR QUALIFIED SUSPENSION FITTERS EMPLOYED AT YOUR WORKSHOP**

NAME	TRADE	CERTIFICATE / CONTRACT No.

**SUPPLY DETAILS OF ARTISAN MOTOR MECHANICS AND OR QUALIFIED SUSPENSION FITTERS AS MENTORS BY THE SETA**

*Mentor: Means Artisan motor mechanic or a qualified suspension fitter who has been evaluate, accredited and certificated by the Manufacturing and Engineering Related Services Sector Education and Training Authority (MERSETA), as a mentor by having passed the required practical and theory tests, for the purpose of providing on-the-job training of prospective suspension fitters.*

NAME	TRADE	CERTIFICATE / CONTRACT No.

I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS FORM IS TRUE AND CORRECT

NAME

SIGNATURE

DATE



## MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

## ANNEXURE E

## LIST OF OCCUPATIONS, OCCUPATIONAL CODES; GRADES AND CHAPTERS:

OCCUPATION	OCCUPATIONAL CODE	GRADE	CHAPTER
ACCOUNTANT	TA	DIVISION B	1,2,3,4,5
APPRENTICE AUTO BODY REPAIR	YA	CB	1;2
APPRENTICE AUTO ELECTRICIAN	YB	A4	1;2
APPRENTICE AUTO ENGINE FITTER	YC	A4	1;2
APPRENTICE AUTO MACHINISTS	YD	CB	1;2
APPRENTICE AUTO TRIMMERS	YE	A3	1;2
APPRENTICE DIESEL MECHANICS	YF	A4	1;2
APPRENTICE FITTERS & TURNERS	YG	A4	1;2
APPRENTICE FUEL INJECTION PUMP MECHANICS	YH	A3	1;2
APPRENTICE M/CYCLE & SCOOTER MECHANICS	YS	A4	1;2
APPRENTICE MOTOR MECHANICS	YJ	CB	1;2
APPRENTICE MOTOR MECHANICS (3 YEARS)	YM	CB	1;2
APPRENTICE MOTOR MECHANICS (NQF)	YQ	A4	1;2
APPRENTICE SPRAYPAINTERS	YK	CB	1;2
APPRENTICE TOOL	YP	A4	1;2;3
APPRENTICE TRACTOR AGRIC. MACH. MECHANIC	YL	A4	1
APPRENTICE VEHICLE BODY BUILDERS	YN	A4	1;2
ARMITURE WINDERS CHAPTER 5	UA	5	1;5
ARTISAN-TRADES OUTSIDE INDUSTRY	XV	8	1;2;3;4;5
ASSEMBLERS NEW MOTOR VEH. M/CYCLE & 3CYC	QF	3	1;2
AUTO ELECTRICIANS ASSISTANT	QA	5	1;2
AUTOMOTIVE BODY REPAIRER	XA	8	1;2
AUTOMOTIVE ELECTRICIAN	XB	8	1;2
AUTOMOTIVE ENGINE FITTER	XC	8	1;2
AUTOMOTIVE MACHINISTS	XD	8	1;2
AUTOMOTIVE TINTER	RB	2	1;2
AUTOMOTIVE TRIMMERS	XE	8	1;2
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BODY SHOP ASSISTANTS	QT	5	1;2
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CASHIER	BC	2	1
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DIESEL MECHANICS	XF	8	1;2
DIESEL PUMP ROOM ASSISTANTS	QD	5	1;2;4
DIRECTOR CLERICAL	DJ	DIVISION B	1;2;3;4;5
DIRECTOR WORKSHOP	DQ	DIVISION B	1;2;3;4;5
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DRIVER MOTORCYCLE	BX	2	1;2;3;4;5
DRIVER - TOW TRUCK ( > 3500 KG )	BU	5	1
DRIVER - TOW TRUCK (UP TO 3500KG )	BT	3	1
DRIVER HEAVY VEHICLE	BZ	5	1;2;3;4;5
DRIVESHAFT REPAIRER	RC	4	1;2;3;4;5
EXEMPTED ARTISAN	XY	7	2
EXPERIENCIAL LEARNER	EL	EL	1;2;3;4;5
FITTERS & TURNERS	XG	8	1;2;3;4;5
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FOREMAN W/SHOP-UNQUALIFIED	XU	7	1;2;3;4;5
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GENERAL WORKERS	BG	2	1;2;3;4;5
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HANDYMAN	BH	DIVISION B	1;2;3;4;5
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MEMBER OF CC	DY	99	1;2;3;4;5
MOTORCYCLE & SCOOTER MECHANICS	XS	8	1
MOTORCYCLE MECHANICS ASSISTANTS	QE	5	1;4;5
MOTOR MECHANICS	XJ	8	1;2;4;5
MOTOR VEHICLE SALESPERSONS	TD	B	1
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NQF LEARNER	NL	NQ	1;2;3;4;5
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SENIOR QUALITY CONTROLLER	KF	6	1;2;3;4;5
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SERVICE ADVISOR - NON-TECHNICAL	TH	A	1;2
SERVICE ADVISOR - TECHNICAL	XT	A	1;2
SERVICE SUPPLY SALESMEN	XR	8	1;2;3;4;5
SHOP ASSISTANT	TP	A	1;2;3;4;5
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SPRAYPAINTERS	XK	8	1;2;
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TOOL	XP	8	1;2;3;4;5
TOW BAR FITTER (NO WIRING)	QI	5	1;2
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TRACTOR & AGRIC. MACHINERY MECHANICS	XL	8	1
TRAINEE SUSPENSION FITTER	QO	5	1;2
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VULCANISER OPERATIVE	QZ	4	1;5

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WORKSHOP MANAGER	XM	8	1;2;3;4;5
WORKSHOP MANAGER(CLERICAL)	TT	A	1;2;3;4;5



SIGNED AT RANDBURG ON BEHALF OF THE PARTIES THIS 26<sup>TH</sup> DAY OF SEPTEMBER 2025.

  
..... **L. BOUCHIER**  
**PRESIDENT OF THE COUNCIL**

  
..... **M. KEYTER**  
**VICE-PRESIDENT OF THE COUNCIL**

  
..... **P. MASEMOLA**  
**GENERAL SECRETARY**

## DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 6928

12 December 2025

## LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE CHEMICAL INDUSTRY:  
EXTENSION TO NON-PARTIES OF THE PETROLEUM SECTOR COLLECTIVE  
AGREEMENT**

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Chemical Industry**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication of this notice and for a period ending 30 June 2028.



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MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 02/12/2025

## UMNYANGO WEZEMISEBENZI NEZABASEBENZI

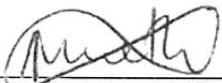
R. ....

USUKU: .....

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI BE NATIONAL  
BARGAINING COUNCIL FOR THE CHEMICAL INDUSTRYUKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI BEZOMKHAKHA WE  
PETROLEUM SELULELWA KULABO ABANGEYONA INGXENYE YASO

Mina, **NOMAKHOSAZANA METH**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **kwi National Bargaining Council for the Chemical Industry**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni kusukela ngoMsombuluko wesibili emva kokushicilelw kalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 30 kuNhlanguana 2028.



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NKOSIKAZI N METH, MPUNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI  
USUKU: 02/12/2025

**PETROLEUM SECTOR**

**SUBSTANTIVE AGREEMENT 2025/2028**

**Between**

**CHEMICAL, ENERGY, PAPER, PRINTING, WOOD AND ALLIED WORKERS UNION  
(CEPPWAWU)**

**SOLIDARITY**

**SOUTH AFRICAN CHEMICAL WORKERS UNION  
(SACWU)**

**(hereinafter referred to as "Unions" or "Organised Labour")**

**and**

**NATIONAL PETROLEUM EMPLOYERS ASSOCIATION  
(NPEA)**

**(hereinafter referred to as "employers")**

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## PETROLEUM SECTOR SUBSTANTIVE AGREEMENT 2025

### CHAPTER 1

#### 1. SCOPE OF AGREEMENT

This agreement applies to all employers whose industry/operations includes:

- a) The acquisition, importation, manufacture, supply, distribution, storage, or blending of any finished or partly finished petroleum product;
- b) The acquisition, importation, storage, or use of any feedstock;
- c) All operations concerned with the exploration for testing of natural gas deposits;
- d) Oil well and gas well operations and the drilling, and completing of equipping such wells;
- e) The storage and marketing of a petroleum product including liquid petroleum gas, to resellers, agents, distributors and end users;

And all operations incidental to these activities

The following activities are, however, excluded from the definition of the category "Petroleum"

- i. The storage or marketing of any petroleum product by service station, co-operative in terms of the co-operative Act, 1981, and sellers of illuminating paraffin;

- ii. The mere transportation of any petroleum product, i.e. where the person affecting the transport does not-
  - 1) Acquire, supply or market such product;
  - 2) Manufacture, blend or import such product;
  - 3) Store or intend to store such product;
- iii. The acquisition, importation, storage, or consumption of a petroleum product by the end consumer thereof;
- iv. The manufacture and supply of any chemical additive to be used to manufacture petroleum products;
- v. The activities in which either the National Bargaining Council for the Motor Industry or the Transnet Bargaining Council have Jurisdiction.

## 2. PERIOD OF AGREEMENT

This agreement shall apply for the period 01 July 2025 to 30 June 2028 for the parties to the Collective Agreement and on the date as determined by the Minister of Employment and Labour for the non-parties to the Collective Agreement and shall remain in force until 30 June 2028.

## 3. DEFINITIONS

Any reference in this Agreement to the Republic of South Africa shall be deemed to be those areas and/or Provinces as they existed immediately after the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993).

Any expression used in this Agreement that is defined in the Labour Relations Act, as amended, shall have the same meaning in that Act, and any reference to an Act shall include any amendments to such Act; further unless inconsistent with the context – ‘Act’ means the Labour Relations Act (as Amended). The definitions as listed in Section 213 of the Act must read as incorporated herein.

**“Bargaining unit”** shall mean those employees defined as falling within the bargaining unit and which has been determined at plant level.

**‘Council’** means the National Bargaining Council for the Chemical Industry;

**‘employee’** means an employee whose minimum wage of pay or activity is scheduled in this Agreement or an employee under exemption from this Agreement or conditions determined by the Council;

**‘employer’** means any person who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person in any manner to assist him in the carrying on or conducting of his business;

**‘law’** includes Common law;

**‘Petroleum Sector** as defined in the certificate of registration of the NBCCI

**‘substantive agreement’** means this agreement

**‘Basic Conditions of Employment Act’** means the Basic Conditions of Employment Act 75 of 1997

**‘Labour Relations Act’** means the Labour Relations Act 66 of 1995;

**'Minister'** means the Minister of Employment and Labour

**'ATB'** means "Across The Board" increase

## CHAPTER 2

### 4. SALARIES

Subject to periodic wage negotiations, the monthly salary, for the duration of this wage agreement as set out above and for all bargaining unit employees will increase as follows

The monthly salary will increase as follows

- Year 1

A 5,5% ATB increase as from 1 July 2025

- Year 2

A 5,5% ATB increase as from 1 July 2026.

A further 0,5% ATB increase on the already awarded increase as from 1 January 2027.

- Year 3

An ATB increase for the period 1 July 2027 until 30 June 2028 on a sliding scale as follows

- Should CPI be 5% and below for the period May 2026 until April 2027 then the increase will be that average CPI plus an improvement factor of 1,5%
- Should CPI be between 5,1% and 5,9% for the period May 2026 until April 2027 then the increase will be that average CPI plus an improvement factor of 1,25%.
- Should CPI be between 6% and 6,9% for the period May 2026 until April 2027 then the increase will be that average CPI plus an improvement factor of 1%
- Should CPI be 7% and above for the period May 2026 until April 2027 then the increase will be that average CPI plus an improvement factor of 0,5%.

## 5. MINIMUM SALARY

The minimum salary will increased by the ATB on the 1<sup>st</sup> July of each year and will increase by the agreed upon ATB percentage as set out in clause 4 for the parties to the Collective Agreement and on the date as determined by the Minister of Employment and Labour for the non-parties to the Collective Agreement.

## 6. ANNUAL BONUS

A guaranteed thirteenth cheque, payable as per current plant level arrangements, such paid on the basic salary only.

A pro-rata payment shall be made in the case of employees who were employed at the time of the payment of the annual bonus, but who have not been in continuous service with the employer for the preceding twelve months.

A pro-rata payment will also be made to employees who resign during the year in which the bonus accrues.

## 7. HOURS OF WORK

Hours of work in the Petroleum sector are 40 hours per week, except for continuous operations where the hours of work are 42 hours per week.

The issue of compensation for the two (2) additional hours worked in continuous operations.

This plant level issue of the 2 additional hours, as applicable to individual employers, will be moved to the plant level and the following conditions will apply to such:

1. The parties agree to meet, at plant level, at least once within a period of sixty days after the signing of this wage agreement to discuss the issue of the working hours.
2. Should no agreement be reached, the parties agree that a task team facilitator will be immediately appointed and that the appointed task team facilitator shall be Commissioner Mduduzi Khumalo who will be appointed by the NBCCI as the task team facilitation and act as a mediator to mediate the matter.
3. Once the mediator has been appointed, the provisions as per the NBCCI negotiations procedure relating to the establishment of task teams will apply.

4. Should there be no agreement, the parties may agree to either have further mediation sessions or alternatively either party may exercise their rights to refer this matter to the bargaining council in terms of the LRA.

## CHAPTER 3

### 8. ANNUAL LEAVE

A minimum entitlement of 20 working days paid leave per annum or the equivalent for shift workers.

### 9. FAMILY RESPONSIBILITY LEAVE

**Definition:** Family responsibility leave to include compassionate / special, paternity and childcare leave.

**Minimum:** 8 days per annum as per company/ plant arrangements, of which six (6) of the days will be fully paid and the remaining two (2) will be unpaid.

**Entitlement:**

To be granted to an employee during each annual leave cycle, to a maximum of 3 days leave:

- When the employee's child is born, and or
- When the employee's child is sick, and/ or
- When the employee's spouse or life partner is sick.

Grant an employee compassionate leave:

Five (5) days in the event of death of the employee's spouse or life partner, or parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

The employee may also utilise the abovementioned three (3) days identified for paternity and child sickness leave, as compassionate leave.

The total of the eight (8) days may, however, not be exceeded.

Reasonable proof to be provided for any of the above contemplated events.

## 10. PATERNITY LEAVE

10.1 A minimum standard of 10 (ten) days paternity leave per occasion shall apply.

10.2 Specific plant level arrangements covering paternity leave shall prevail over this standard, provided that the overall effect is not less favourable than the minimum standard.

10.3 Paternity leave will be offset against any existing plant level arrangements and/or provisions contained in the Basic Conditions of Employment Act 75 of 1997, which provide Family Responsibility Leave.

10.4 It is a requirement that proof of registration of birth reflecting paternity be produced within 10 (ten) days of the employee returning to work, failing which paid leave granted will be forfeited.

**11. MATERNITY LEAVE**

The participating employers will provide a maternity leave entitlement of 6 months, of which two months will be unpaid and of which four months will be remunerated at 40% of the employee's remuneration.

Upon return to work, employees will be placed in the same position or a similar position, at a similar rate of remuneration and benefits which applied previously.

**12. ANTE-NATAL LEAVE**

Pregnant female employees will be entitled to two (2) days leave per period of pregnancy on full pay for ante-natal checkups during the period of pregnancy.

The leave may be taken for visits to the doctor or clinic before the birth of the child.

**13. SHOP STEWARDS LEAVE**

Shop stewards will receive five (5) days paid leave per annum.

Union office bearers who require additional leave shall make the necessary requests to management and such requests shall not be unreasonably withheld.

**14. STUDY LEAVE**

Employees will be entitled to 2 days' leave per examination, i.e. 1 day for study purposes and 1 day to write the exam, subject to company-level arrangements/ agreements.

**15. TRADITIONAL HEALERS**

The NPEA will grant recognition of sick leave certificates issued by traditional healers once there is a statutory registered body of traditional healers - alternatively, they become members of MASA (Medical Association of South Africa).

**CHAPTER 4****16. CONTRACTORS AND NON-PERMANENT STAFF**

The employment of contractors and non-permanent staff is a company/plant-level issue.

**17. JOB SECURITY**

Job security issues shall be discussed at the plant level.

**18. PARTIES TO PLEDGE THEIR COMMITMENT TOWARDS THE PROCESS OF EXTENDING THE SECTOR SUBSTANTIVE AGREEMENT TO NON-PARTIES**

The parties commit to extend the Substantive Agreement to non-parties in the sector, ensuring consistent and fair labour standards across the sector.

By collaborating on this extension, parties can promote sector-wide stability, reduce disparities, and prevent potential disputes. this unified approach will benefit both workers and employers by fostering a more cohesive and productive workforce.

**19. JUST TRANSITION (JT) AND THE 4<sup>th</sup> INDUSTRIAL REVOLUTION (4IR) AND THE TRANSITION TO LOW CARBON ECONOMY**

The parties agree to discuss this matter and agree to the appointment of a task team.

The parties in the Petroleum Sector including participating Employers, (CEPPWAWU, Solidarity and SACWU), agree to the establishment of a task team on Path to Zero Harm and Just Transition.

## 1 Purpose

The purpose of the Task Team is to gain full understanding of Organised Labour's concerns, explore meaningful and practical solutions to address these concerns; and make recommendations on the way forward.

## 2 Powers

The Task Team is mandated to address and attempt to reach consensus on the guiding principles and framework to address the issues.

All recommendations will be tabled in the form of recommendations to the Parties for possible ratification and adoption.

In conducting its work, the Task Team may commission research, take cognizance of existing research and resource material, legislation and existing processes in the Petroleum Sector member Companies; co-opt additional members from the Parties, establish ad-hoc technical task teams to conduct specific work and obtain professional technical services from any of the Parties. Where any of the work may require funding, the Task Team will make a recommendation to the Parties as to the source of such funding.

The Task Team has no mandate to enter into any agreement that binds any of the Parties to the recommendations of the Task Team. Where the Task Team cannot reach consensus on the proposed solutions to address any of the identified issues,

the Task Team will table a report to the Parties reflecting the differing views in respect of the identified issue(s).

The Task Team may table recommendations to the Parties as they arise, however, the Task Team must table final recommendations on dealing with the identified issues before the end of their tenure.

Once the Task Team has tabled its final recommendation to the parties, the Task Team will be dissolved and the plenary will be convened within one month after the final recommendation.

### 3 Tenure

The tenure of the Task Team shall be for a period of three (3) months commencing from the 1<sup>st</sup> August, September and October 2025. Should the Task Team require more time to complete their work, such extension of tenure must be agreed to by the Parties.

### 4. Composition (*Only for illustrative purposes*)

	<b>Number of Representatives</b>
The Task Team will be comprised of ten (10) representatives from Organised Labour and ten (10) representatives from the employers	

CEPPWAWU	2 (1 alternate)
----------	-----------------

Solidarity	2 (1 alternate)
------------	-----------------

SACWU	2 (1 alternate)
-------	-----------------

Petroleum Employers	10 (5 alternates)
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## CHAPTER 5

### 20. SHIFT ALLOWANCE

20.1 Continuous Processes: The minimum shift allowance will be 18%, non-pensionable.

20.2 Non-Continuous Processes: The minimum shift allowance for non-continuous shifts will be 8% of basic pay (non-pensionable) as of 1 July 2020.

19.3 Shift allowances shall be discussed at plant level in the event of shift changes and those engagements currently going on at plant level shall continue.

### 21. STANDBY AND CALL OUT ALLOWANCE

Parties agreed that the nature of a standby and/ or call-out allowance is a company/plant-level issue.

### 22. TRANSPORT ALLOWANCE

Transport allowance shall be discussed at plant level.

### 23. HOUSING ALLOWANCE

Housing allowance shall be discussed at plant level.

## CHAPTER 6

### 24. RETRENCHMENT

The parties agreed that severance pay was legislated for, and in terms of the Labour Relations Act, the circumstances giving rise to the retrenchment should be taken into account when considering the amount of severance to be paid.

It therefore agreed that the Sector would not negotiate a common severance package for the Petroleum Sector, but rather both parties commit to consult and engage effectively at the company/ plant level as and when the need arises.

## CHAPTER 7

### 25. EXEMPTION

Companies seeking exemption from the conditions of this agreement and/or any conditions agreed to previously through centralized bargaining between the parties should do so according to the Council's exemptions procedure.

### 26. DISPUTE RESOLUTION

If there is a dispute about the interpretation or application of this agreement any party may refer the matter to the Council for resolution in terms of the Dispute Resolution procedure of the Council.



## CHAPTER 8

### 27. OTHER TERMS AND CONDITIONS

All other terms and conditions not affected by this agreement will remain status quo.

Those benefits already more favorable than provided for in terms of this agreement shall not be affected by this agreement.

## CHAPTER 9

### 28. AGENTS

28.1 The Council shall appoint one or more specified persons as Agents to assist in giving effect to the terms of this Agreement.

For the purpose of enforcing or monitoring compliance with this agreement, as the case may be, an Agent of the Council shall have the right to enter and inspect the premises, examine records, and question the employer and/or his employees in any manner that he deems appropriate: Provided that such rights be exercised only as is reasonably required for the purpose of enforcement of, or monitoring compliance with the Agreement.

28.2 After each inspection of an employer's records and operations the agent shall prepare a report for the attention of the employer, worker representatives, and, in the case of an individual complainant, the complainant concerned, confirming the date and time of the inspection and, if any contraventions of the Agreement were identified, a summary of the contraventions and the action that management is required to take to rectify the contraventions.

Any disclosure of information shall comply with the provisions of the Act.

## 29. INCOME AND EXPENSES OF THE COUNCIL

29.1 For the purposes of meeting the expenses of the Council, every employer shall deduct from the wages of each employee.

29.2 Employees who fall within the Bargaining unit shall contribute an amount prescribed by the Council and the employees falling outside the Bargaining unit shall contribute an amount prescribed by the Council, respectively.

Such levies shall be increased, subject to the approval of the Council's Annual General Meeting.

29.3 Every employer shall contribute the funds of the Council-

An amount prescribed by the Council for each employee who falls within the Bargaining unit, and an amount prescribed by the Council for employees who fall outside the Bargaining unit.

29.4 The total amount deducted in terms of subclauses above from the wages of employees together with the amounts to be contributed by the employer in terms of subclause above shall be payable monthly by the employer to the Council's Finance Department at no later than the 7<sup>th</sup> day of the month succeeding the month during which the deductions and contributions were made or were required to be made, together with the proof of payment and schedules incorporating the total number of employees and total levies remitted.

**30. DEFAULT PAYMENTS**

30.1 In an event that an employer pays levies that are due to the Council in terms of this Substantive Agreement, in any manner other than cash, and such levy contributions are dishonoured for any reason whatsoever, then in such an event, a penalty fee shall be imposed on the employer, the penalty fee shall be equal to 3.5%.

Any penalty fee plus the full amount originally due, shall be payable to the Council.

30.2 If it becomes necessary for the Council to institute legal action in a court of law for the recovery of any levies due but not paid after having been requested in any way whatsoever, then the debtor shall be liable for all legal expenses incurred by the Council in the means of recovering the levies due.

This includes attorney fees, an arbitrator, or a collections agency having been instructed by the Council to collect the levies.

Signed at Johannesburg this 25<sup>th</sup> day of July 2025



For CEPPWAWU

Witness

  
For SACWU

Witness



For SOLIDARITY

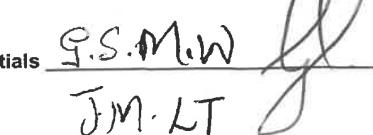


For NPEA Employers

Witness



Witness



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## **EXEMPTIONS POLICY AND PROCEDURE**

### **INTRODUCTION:**

1. The issue of exemptions is dealt with in Clause 16 of the Council's Constitution. It requires the establishment of a National Exemptions Committee and an Independent Appeals Committee.

The Constitution requires that the National Exemptions Committee and Independent Appeals Committee must determine its composition and powers and establish its own procedures and criteria to be considered in dealing with applications for exemption and for conducting its business.

Applications for exemption by both parties and non-parties must be made to the Council. Employers seeking exemption from the conditions of any collective agreement and/or any conditions agreed to previously through centralised bargaining between the parties should do so according to this procedure.

2. The procedures and criteria set out hereinafter shall apply to any party to a collective agreement as well as non-parties to whom any collective agreement concluded in the Council has been extended in terms of Section 32 of the LRA.

It is the stated view of the Council that all applications for exemption must be completed within 30 days from the date of the application for exemption and all appeals to the Independent Appeals Committee within 30 days from the date of the appeal.

The Exemptions Committee or the Independent Appeals Committee may, in its sole discretion, extend the completion date of an application for an exemption or an appeal for an additional 30 days where circumstances require such extension.

**PRE & POST COUNCIL PROCEDURE****CONSULTATION**

- 1 Any application for exemption from any provision/s of a collective agreement concluded under the auspices of the Council must be preceded by consultations between the relevant employers and employees potentially affected by the exemption at which:
  - 1.1 The merits of the application and any impact that it will have on affected employees have been discussed and considered, and
  - 1.2 There has been full disclosure to each other of all information relevant to the consideration of the exemption application.
- 2 The following provisions will apply to consultations:
  - 2.1 Each employer must hold such consultations with the trade union representative(s) of the affected employees.
  - 2.2 If an employer reasonably believes that the affected employees are not trade union members, or where the relevant trade union representatives do not avail themselves for such consultations after a reasonable number of proven and recorded attempts by the employer, the employer must consult the affected employees themselves.
  - 2.3 The affected employees, or groups of such employees, may act through a nominated representative that they have elected, amongst themselves, to represent them.

Once they have informed the employer of such a representative, the employer must, regarding such employees, consult such representative in preference to the trade union to which they belong.

2.4 The above consultations may be facilitated by a member of the National Exemptions Committee with the proviso that all the parties involved in the consultation process consent to such facilitation. The member of the National Exemptions Committee who conducted the facilitation may not chair or be part of any panel appointed to arbitrate an application for exemption or an appeal that follows from his/her facilitation.

2.5 A request for facilitation must be made in writing on the Application for Exemption Form in the relevant section provided. ( See Annexure A )

3 The party seeking an exemption from the Council must, commencing at least immediately before the application is made to the Council, display a copy of the application in a conspicuous place in the workplace(s) where the affected employees normally report for service and ensure that it remains displayed until the exemption license has either been granted in terms of these procedures, the application has been withdrawn, or the application has been dismissed by the National Exemptions Committee.

4 Any application for exemption must be in writing and on the appropriate application form, which can be obtained from the Council.

#### **TIMELINES AND CONDONATION**

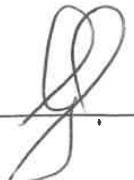
5 Any party who wishes to apply for an exemption in terms of this policy must do so within a reasonable time, not exceeding 60 days from the date that the original agreement was signed.

6 Where addendums to any collective agreements were signed, the application for an exemption must also be made within a reasonable time not exceeding 60 days from the date of signature of any addendum.

- 7 In the case of a non-party, the party who seeks to apply for an exemption must apply no later than 10 days from the date of the Government Gazette wherein the collective agreement was made applicable to non-parties.
10. Any party who does not comply with the above timelines must submit an application for condonation with its exemption application.

#### **INFORMATION TO BE DISCLOSED**

11. The evidence required will include:
  - 11.1 All information as required in the attached questionnaire (Annexure A)
  - 11.2 The relevant steps taken by the employer to comply with the agreement(s) that it now seeks to be exempted from before making a decision to apply for an exemption.
12. In considering an application for exemption, the National Exemptions Committee shall take into account all relevant factors, including those detailed herein.
13. Other criteria that the National Exemptions Committee will consider may include:
  - 13.1 The past records (if applicable) of compliance by the applying party with the provisions of the Council's Collective Agreements and Exemptions Certificates;
  - 13.2 Any special circumstances which might exist;
  - 13.3 Any precedent that might be set by granting/not granting the application;
  - 13.4 The interest of the industry as regards:



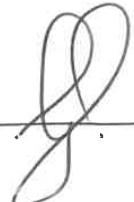
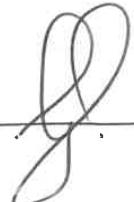
- (i) Unfair competition;
- (ii) Collective Bargaining;
- (iii) Potential labour unrest;
- (iv) Increased employment/unemployment;
- (v) Any other aspect that the National Exemptions Committee deems relevant and after having invited the parties' representations thereon.

#### 13.5 The interest of employees as regards;

- (i) Exploitation;
- (ii) Job Preservation;
- (iii) Conditions of employment;
- (iv) Possible financial benefits;
- (v) Health and safety;
- (vi) Infringements of basic rights;
- (vii) Any other aspect that the National Exemptions Committee deems relevant after having invited the parties' representations.

#### 13.6 The interest of the employer as regards;

- (i) Financial stability;

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J.M.LT 

- (ii) Impact on productivity;
- (iii) Future relationship with employees' trade unions;
- (iv) Operational Requirements;
- (v) The SMME Status will be considered in line with Annexure C
- (vi) Any other aspect that the National Exemptions Committee deems relevant after inviting the comments of all interested parties.

14. All applications considered by the National Exemptions Committee will only be based on the written submissions, accompanying supporting documents and arguments presented by the party seeking the exemption and the written submissions, supporting documents and arguments of the parties opposing the exemption application.

The application will be considered and determined in a manner that is fair and transparent. The following times will apply in respect of an application for an exemption:

- 14.1 Any party seeking to oppose the application for exemption must, within 10 days from the date of the exemption application, file their respective responses to the General Secretary of the Council;
- 14.2 The party that has applied for the exemption may reply to the opposing representations within 5 days from receipt of the opposing statements;
- 14.3 The parties may thereafter submit their written arguments to the General Secretary, who will determine a date for the arbitration.

15. Any exemption granted to a party by the National Exemptions Committee (with the exception of the application made by the Company for the SMME status) shall only be in force for a period of one year or for a shorter period as determined by the National Exemptions Committee.

Upon the expiry of the exemption certificate, the employer must implement and uphold the collective agreement from which it received an exemption on the terms and conditions in force at the time of the expiry of the exemption certificate.

16. The National Exemptions Committee may, in its sole discretion and in exceptional circumstances, call for the hearing of oral and additional evidence where such evidence is deemed essential to assist it in determining the application.
17. The National Exemptions Committee shall submit its written findings, with brief reasons, to the General Secretary for transmission to the parties involved.
18. Once the General Secretary has received the decision of the National Exemptions Committee in terms of this procedure, s/he shall:
  - 18.1 Issue an exemption certificate or vary a certificate already issued or
  - 18.2 Transmit any other decision of the National Exemptions Committee to the parties to the exemptions dispute as directed by the National Exemptions Committee.
  - 18.3 The National Exemptions Committee must make its decision within 14 days of having concluded the matter unless permission is granted by the General Secretary for a longer period. In such a case, the affected parties must be notified.

**HOW TO FILE AN APPLICATION FOR EXEMPTION WITH THE COUNCIL**

19. All applications must be submitted in writing to the General Secretary.
20. Any employer seeking an exemption must apply to the Council. Copies of the application must be served on all trade unions in the industry whose members may potentially be affected by the application. All applications must be signed by an authorized company representative.
21. The application must specify the provisions of the collective agreement in respect of which the exemption is sought and the reasons why it is sought. Details of the employees in respect of whom the exemption is sought, either by name or by way of a clear description of the category of employees and an introduction of how many employees fall within that category.

**INDEPENDENT APPEALS COMMITTEE**

22. In terms of Section 32(3)(e) of the LRA, the Council hereby establishes an independent body, to be known as the Independent Appeals Committee, to consider appeals from parties and non-parties against a decision by the National Exemptions Committee of a party's or non- party's application for exemption from the provisions of a published collective agreement.
23. The Independent Appeals Committee shall consist of such members as the Council determines, with the understanding that the Council may, at its discretion, appoint a single member to chair specific appeals. The Independent Appeals Committee may also co-opt an auditor, who shall only serve in an advisory capacity, where necessary, to assist with financial matters.
24. The following provisions shall apply to the Independent Appeals Committee:

24.1 Any party or non-party may lodge an appeal with the Independent Appeals Committee against the decision of the Exemptions Committee to refuse to grant an application for an exemption from the provisions of a published collective agreement in which event the following procedure shall apply:

24.2 An appeal shall be in writing and shall be addressed to the General Secretary of the Council for consideration by the Independent Appeals Committee. All appeals will be considered on the written application, the written submissions and arguments of those who seek the exemption as well as those who oppose it. The independent Appeals Committee may deal with an appeal in any manner that it deems prudent, provided that it acts in a manner that is fair and transparent.

24.3 All appeals lodged by parties or non-parties shall be considered by the Independent Appeals Committee with due regard to the Appeal criteria set out in Clause 16 of the Council's constitution as well as the factors detailed below.

24.4 All appeals to the Independent Committee shall be fully substantiated or motivated in writing by the applicant and shall include the following details:

- (i) The period for which the exemption is required;
- (ii) The Agreement and clauses or sub-clauses of the Agreement from which exemption is required;
- (iii) Proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives, and the responses resulting from such consultation, either in support of or against the application, are to be included with the appeal.

25. The Independent Appeals Committee may, having regard to the individual merits of each appeal, grant or refuse the appeal if -

- 25.1 It does not undermine the Agreement;
- 25.2 It is fair to the employer or his employees and other employers and employees in the Industry.

26. The Independent Appeals Committee shall deal with all appeals within 30 days of the date on which the appeal was submitted. The Independent Appeals Committee may, however, defer a decision to a following meeting if additional motivation, substantiation or information is considered necessary to make a decision on the appeal.
27. Once the Independent Appeals Committee has granted an exemption, the Council must issue a certificate and advise the applicant(s) accordingly within 14 days of the date of its decision.
28. When the Independent Appeals Committee dismisses an appeal or a part of an appeal for exemption, it shall advise the applicant(s) within 14 days of the date of such decision.

#### **EXEMPTION CRITERIA**

29. The Independent Appeals Committee must consider, apart from the factors referred to in Clause 16 of the Council's Constitution, all appeals with reference, amongst others, to the following criteria:
  - 29.1 The written substantiation and motivation submitted by the applicant;
  - 29.2 The extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
  - 29.3 The scope of exemption required;

- 29.4 The infringement of basic conditions of employment rights;
- 29.5 Consider whether a competitive advantage is not created by the exemption;
- 29.6 the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative compatible bona fide benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
- 29.7 The extent to which the proposed exemption undermines collective bargaining and labour peace in the Industry;
- 29.8 Any existing special economic or other circumstances which warrant the granting of the exemption;
- 29.9 The recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy;
- 29.10 Any recommendation from the Council; and
- 29.11 Any other matter that the Independent Appeals Committee deems prudent after having invited the comments of the parties involved in the dispute.

**QUESTIONNAIRE: ANNEXURE A****PART 1 – COMPANY DETAILS**

1. The following is required:

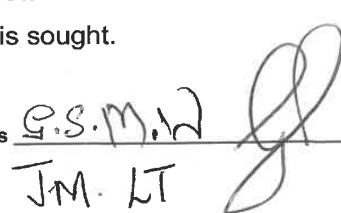
- (i) The name of the company applying for exemption;
- (ii) The Industry Sector;
- (iii) The address of the Company. Provide all details if more than one establishment/workplace is affected by the exemption application;
- (iv) Contact Person (Provide Contact Details);
- (v) Name of Employer Organisation (Provide Contact Details).

## **PART 2 – LABOUR DETAILS**

- (i) The company's total headcount;
- (ii) The total number of employees affected by the exemption application. Provide details of employment categories, union affiliation and numbers;
- (iii) Names of Trade Unions with affected employees as members. Provide contact names and contact details specifying designation, i.e. trade union official or trade union representative;
- (iv) Nominated representatives in respect of non-unionised affected employees. Provide contact names and contact details and the job categories the nominated representatives are representing.

## **PART 3 – EXEMPTION DETAILS**

- (i) What is the exemption being applied for? Provide details of all clauses of the collective agreement in question from which exemption is sought.



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J.M. LT

- (ii) Has the Company, in the past 12 months, applied for exemption? If yes, provide details and the outcome.
- (iii) Has the Company, in the past 12 months, instituted short time, lay off and/or retrenchment? If yes, provide details, including dates and numbers of employees affected.
- (iv) What are the estimated savings to the Company if this application for exemption was granted? Quantify the savings anticipated by the Company.
- (v) What is the proposed duration of the exemption if granted? Specify whether the application is for a permanent exemption from a particular requirement of the collective agreement in question or is an application to defer implementation to a later date and, if so, specify the date.

#### **PART 4 – FINANCIAL INFORMATION**

2. A party seeking an exemption must attach the most recent audited financial statements for the financial year prior to the date of the application, together with management accounts (income statements) for at least six months immediately prior to the date of the application.

In respect of exemption applications in respect of parts of a Group where audited financial statements do not reflect the financial circumstances of the establishment/workplace in question and/or where inter-company trading takes place at a substantial level, additional relevant information should be included.

3. The Council may, at its discretion, call on the party seeking the exemption to provide such other information to the Council where the Council deems such information relevant for purposes of determining the merits of the application.

**PART 5 – MOTIVATION**

4. The party seeking an exemption must attach a detailed explanation of the difficulties being faced, including additional financial information where necessary to provide proof of the circumstances that motivated the exemption. Included therein must be an explanation of all alternatives the employer has pursued in making savings prior to this application and documentary evidence, where necessary, of the employer's policy in respect of dividends to shareholders and remuneration in respect of employees not subject to the collective agreement in question.

**PART 6 – CONSULTATION**

5. Attach documentary evidence that will prove that all interested parties have been served with a copy of the exemption application together with relevant attachments and that all interested parties have been invited to consult in accordance with the Council's Exemption Procedure.

A record of such consultation plus its outcomes must be annexed to the application for exemption and must be countersigned by the parties to the consultation for purposes of authenticity.

The refusal of any party to a consultation to countersign such record will not render any application flowing from such consultation improper, nor will it prevent the Council's structures to determine the matter.

6. Specify whether or not the company requests the Council to appoint a Facilitator to assist the parties with the required consultative process.

**ANNEXURE B****COMPOSITION AND ACTIVITIES: NATIONAL EXEMPTIONS COMMITTEE/INDEPENDENT APPEALS COMMITTEE****PURPOSE**

1. The purpose of this document is to detail the procedures governing the National Exemptions Committee/Independent Appeals Committee, as established and governed by Clause 16 of the Council's Constitution, and to ensure that they operate in an orderly and transparent manner.

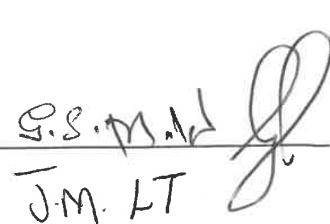
**COMPOSITION OF THE EXEMPTIONS COMMITTEE/APPEALS COMMITTEE**

2. The Council must appoint the members of the National Exemptions Committee/Independent Appeals Committee on such terms and conditions as it deems fit. It will be within the sole discretion of the Council to appoint any number of members to chair applications for each exemption application/appeal. The appointment of a single member is sufficient to constitute a National Exemptions Committee/Independent Appeals Committee.
3. The National Exemptions Committee/Independent Appeals Committee must co-opt any suitably qualified auditor/accountant to advise it on financial matters. The person so co-opted will not have any decision-making power.
4. The National Exemptions Committee/Independent Appeal Committee members hold office until either:
  - 4.1 They resign on three months' notice to the Council, or

- 4.2 The Council resolves to terminate their membership of the entity that they serve on.
5. Members appointed to the Exemptions Committee/Appeals Committee must:
  - 5.1 Be independent, impartial and perform the functions of the office in good faith, and
  - 5.2 Recuse themselves from any matter if they have any conflict of interest in either the subject matter of the exemption application or in respect of the parties involved in the dispute.
6. Should any member of a National Exemptions Committee/Independent Appeals Committee become unable to continue with any process, for whatever reason, any proceedings held up to that stage shall be suspended until it is determined whether or not that member is able to continue with the proceedings or not. If that member is unable to continue, whatever the reason, the proceedings will be adjourned, and a new panel will be constituted. In such a case, the matter will commence afresh in front of the newly constituted panel. With the consent of the newly constituted panel, the parties may agree on how to present the evidence that was presented in the suspended proceedings.

#### **DECISIONS OF THE EXEMPTIONS COMMITTEE/APPEALS COMMITTEE**

7. A decision agreed upon and confirmed in writing by the majority of the National Exemptions Committee/Independent Appeals Committee, where applicable, is a decision of the Committee.
8. Proceedings of the meetings of the National Exemptions Committee/Independent Appeals Committee shall be recorded and, where necessary, minuted by the Council secretariat. Parties may keep their own recordings.
9. The Independent Appeals Committee shall have the powers to:

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- 9.1 Grant a full or partial exemption or reject an application for exemption; and
- 9.2 Approve interim orders in circumstances where this will not affect the final outcome.

**MEETINGS OF THE NATIONAL EXEMPTIONS COMMITTEE/INDEPENDENT APPEALS COMMITTEE**

10. The Independent Exemptions Committee/Independent Appeals Committee must meet when requested to do so by the Council.
11. If a meeting of the National Exemptions Committee/Independent Appeals Committee does not finalise an application for exemption or an appeal, as the case may be, the meeting may be rescheduled for continuance at a date and time to be agreed upon by the National Exemptions Committee/Independent Appeals Committee.

**FINDING AND REASONS FOR DECISION**

12. Within two weeks of a meeting of the National Exemptions Committee/Independent Appeals Committee where an exemption application/appeal has been considered, the National Exemptions Committee/Independent Appeals Committee must provide the Council with a written decision and brief reasons for the decision.
13. The Council must circulate the National Exemptions Committee's/Independent Appeals Committee's decision and reasons to all interested parties

**ANNEXURE C**

**CRITERIA FOR SMALL BUSINESS EXEMPTIONS POLICY**

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*J.M.LT* 

14. Exemptions in this category will be granted for a period not exceeding 3 years.

Exemptions shall be in respect of the wage increase or in respect of specified clauses of the agreement.

15. The Council will consider applications on merit, guided by current South African legal guidelines on the definition of SMME'S's and the application of these definitions amongst different sectors, taking into account one or more of the following factors:-

15.1 That the business is not the subsidiary of another company;

15.2 Its employment numbers keep it within the definition of an SMME'S, within the bargaining unit, in terms of the legal framework of the definition of an SMME'S;

15.3 It is able to show that such an exemption will enable it to retain existing jobs or create additional jobs in the firm. This particular factor must be covered in the motivation;

15.4 The financial situation of the company.

#### **PROCEDURE TO BE FOLLOWED TO CONSIDER THE APPLICATION**

16. Application for Exemptions by SMME'S will be filed by the Company within 10 days of the Company having been declared an SMME.

17. The application will be considered by the SMME Advisory Panel within 10 days from the date on which the application was filed with the Council.

18. The SMME Advisory Panel shall issue the outcome within 7 days from the date of the sitting.

#### **FACTS TO BE CONSIDERED IN DETERMINING THE APPLICATION**

19. The Company making the Application must comply with Annexure A.

#### **COMPOSITION OF THE EXEMPTIONS COMMITTEE FOR SMALL BUSINESS APPLICATIONS**

20. Application for Exemptions by SMME shall be considered by the SMME Advisory Panel comprising an equal number of representatives (two per side) from the Employers and Trade Unions and an Accountant/External Auditor.
21. The General Secretary shall chair the Advisory Panel. In the event the chairperson is not available, then the Committee will elect someone amongst themselves to chair that specific sitting.

#### **PHASE IN EXEMPTIONS**

22. The Council shall, in recognizing the financial constraints faced by SMMEs, grant the SMME a phased-in period of up to 3 years for compliance with the minimum Bargaining Council regulations.
23. SMME'Ss shall use this time to adjust their operations and finances gradually, minimizing disruptions and mitigating financial risks.

24. Application for phase-in exemptions must be accompanied by completion of the standard application for exemption questionnaire and shall be dealt with after giving consideration to the following:-

clear evidence of financial difficulties, including

- 24.1.1 The latest Audited Financial statements and/or management accounts;
- 24.1.2 Explanation of the difficulties faced;
- 24.1.3 Company motivation, business plan and phase-in plan indicating how parity will be achieved.

25. No Company that has agreed to adopt the phase-in program on a voluntary basis may retrench any worker as a direct result of a phasing-in period of the new wage structure unless such retrenchment is on a voluntary basis or unless there are exceptional circumstances beyond the Employer's control.

#### **AMENDMENT OF THIS POLICY**

26. The amendment of this policy shall be made as and when the need arises, taking into consideration the developments in the law. The amendments will not be binding until such time that they are approved by the Executive Committee and ratified by the Full Council, having gone through the relevant institutional structures.

## DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 6929

12 December 2025

## LABOUR RELATIONS ACT, 1995

## INVITATION TO MAKE REPRESENTATIONS

**NOTICE IN TERMS OF SECTION 32(2) READ WITH SECTION 32(5)(c) OF THE LABOUR RELATIONS ACT, 1995: NATIONAL BARGAINING COUNCIL FOR THE CHEMICAL INDUSTRY: EXTENSION TO NON-PARTIES OF THE PHARMACEUTICAL SECTOR COLLECTIVE AGREEMENT**

1. I, Ms NOMAKHOSAZANA METH, Minister of Employment and Labour, do hereby in terms of section 32(2) read with section 32(5)(c) of the Labour Relations Act, 1995, publish a notice inviting representations from the public in response to the application by the National Bargaining Council for the Chemical Industry's extension to non-parties of its Pharmaceutical Sector Collective Agreement which was submitted to the Department of Employment and Labour on **23 October 2025**.
2. Representations must reach the Department of Employment and Labour not later than 21 days from the date of publication of this Notice.
3. A copy of this application may be inspected or obtained c/o the Department of Employment and Labour, Laboria House, 215 Francis Baard Street, **PRETORIA**.
4. Representations and/or enquiries regarding copies of the application should be submitted to the following addresses:

**Post or Fax:**

Department of Employment and Labour  
Directorate: Collective Bargaining  
Attention: Ms. SK Mahlangu / Mr. L Dithuge  
Postal Address: Private Bag x117  
**PRETORIA, 0001**

E-mail:

[Sellinah.Mahlangu@labour.gov.za](mailto:Sellinah.Mahlangu@labour.gov.za)**Hand Deliveries:**

Department of Employment  
and Labour  
Laboria House  
Room 123/121  
215 Francis Baard Street  
**PRETORIA**

[Lerato.Dithuge@labour.gov.za](mailto:Lerato.Dithuge@labour.gov.za)

\_\_\_\_\_  
**MS N METH, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
**DATE: 02/12/2025**

## DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 6930

12 December 2025

**NOTICE IN TERMS OF THE COMPETITION ACT NO. 89 OF 1998 (AS AMENDED)****BLOCK EXEMPTION FOR THE PROMOTION OF EXPORTS, 2025**

1. I, Mr. Mpho Parks Tau, Minister of Trade, Industry and Competition, after consultation with the Competition Commission, hereby in terms of section 10(10) read with section 78(1) of the Competition Act, 1998 (Act No. 89 of 1998) as amended (the Competition Act), make the Regulations as set out in the Schedule hereto.
2. The purpose of these Regulations is to give effect to the purposes of the Act as set out in section 2 of the Act by exempting specific categories of agreements or practices from the application of sections 4(1)(a), 4(1)(b)(i), 4(1)(b)(ii) and 5(1) of the Act in order to mitigate the economic impact of the global trade tariff changes and to contribute to the resilience and growth of South African exports.
3. These Regulations will come into effect on the date of publication hereof in the Gazette.

  
**MR MPHOPARKS TAU, MP****MINISTER OF TRADE, INDUSTRY AND COMPETITION****DATE: 27/11/2025**

## SCHEDULE

### Definition

1. In these Regulations any word or expression to which a meaning has been assigned in the Act shall bear that meaning and, unless the context otherwise indicates –

“**Act**” means the Competition Act No. 89 of 1998, as amended;

“**Agreement**” has the same meaning as in section 1(1)(ii) of the Act;

“**Coordination**” refers to an agreement or concerted practice or decision by an association of firms as contemplated in section 4(1) of the Act;

“**Firm**” includes a person (juristic or natural), association, partnership or a trust;

“**HDP Firms**” means firms owned and controlled by historically disadvantaged persons in terms of section 3(2) of the Act;

“**Independent Third Party**” refers to a person or firm, with no direct or indirect interest in the relevant Firms, appointed, *inter alia*, to facilitate the sharing of Competitively sensitive information by individual firms, and the aggregation of such competitively sensitive information amongst exporters;

“**Minister**” unless otherwise specified, means the Minister of Trade, Industry and Competition;

“**SMMEs**” means small business, micro business or medium-sized business as defined by the Minister in Government Gazette No. 987 of 12 July 2019 or its successor in title, or business, as the context dictates and as defined by section 1 of the Act;

“**the Commission**” means the Competition Commission, a juristic person established in terms of section 19 of the Act; and

“**the dtic**” means the Department of Trade, Industry and Competition.

### Purpose

2. The purpose of these Regulations is to give effect to the purposes of the Act as set out in Section 2, by exempting specific categories of agreements or practices from the application of Sections 4(1)(a), 4(1)(b)(i), 4(1)(b)(ii) and 5(1) of the Act in

order to mitigate the economic impact of the global trade tariff changes and to contribute to the resilience and growth of South African exports.

**Category of agreements or practices exempted**

3. The Minister hereby exempts the following categories of agreements or practices in the export markets from the application of sections 4(1)(a), 4(1)(b)(i), 4(1)(b)(ii) and 5(1) of the Act in order to mitigate the economic impact of the global trade tariff changes and to contribute to the resilience and growth of South African exports:
  - 3.1. Coordination aimed at achieving economies of scale and efficiencies in the export markets with the object of improving the competitiveness of South African export products; or
  - 3.2. Coordination on sharing or offsetting the landed costs faced in the export markets; or
  - 3.3. Coordination on joint financing or joint development of infrastructure required for exports, including both export infrastructure in South Africa, transit points and the export destination; or
  - 3.4. Coordination on funding and sharing export related market information including information on import regulations and product regulations in the export markets; or
  - 3.5. Coordination on the sharing of export related information on aggregated export prices or aggregated export volumes in the export markets:
    - 3.5.1. through an independent third party funded by parties to the coordination; and

- 3.5.2. in agricultural markets determined by the dtic, on a case-by-case basis, as requiring the coordination contemplated in sub-regulation 3.5; and
- 3.5.3. only if such information is strictly necessary to support the export of agricultural products identified by the dtic; or
- 3.6. Coordination on sharing the cost of shipment, storage, inspection facilities, freight, consolidation hubs, insurance and other logistics costs in the export markets; or
- 3.7. Coordination on the collective marketing of South African goods as a brand in the export markets; or
- 3.8. Coordination on the joint negotiation of protocols of export programmes and compliance with quality specifications or standards of goods in the export markets; or
- 3.9. Coordination on the joint negotiation or joint contracting with overseas buyers where such engagement is required or requested by foreign governments.

### **Exclusions**

4. These Regulations exclude:
  - 4.1. Market allocation of goods and services sold to end customers or consumers;
  - 4.2. Collusive tendering for goods and services intended for sale to end customers or consumers;
  - 4.3. Resale price maintenance of goods and services sold to end customers or consumers;

- 4.4. Commercial agreements between exporters and domestic rail and ports infrastructure providers; and
- 4.5. Any merger transaction.

**In-scope confirmation by the Commission**

5. Firms that wish to enter into agreements or engage in practices covered by the exemption contained in these Regulations must first seek confirmation from the Commission in writing whether the agreement or practice falls within the scope of these Regulations before implementation.
6. The request to the Commission for in-scope confirmation contemplated in regulation 5 must, *inter alia*, include the parties to the proposed agreements, the terms of the proposed agreements and the implementation timeline.
7. The Commission, after consultation with the dtic, may:
  - 7.1. confirm in writing if the agreement or practice falls within the scope of these Regulations with or without safeguards necessary to ensure that the collaboration among Firms is limited to the agreements or practices contemplated in regulation 3 in the export markets; or
  - 7.2. if the agreement or practice does not fall within the scope of these Regulations, advise the Firms accordingly.
8. No agreement or practice contemplated in these Regulations may be implemented unless confirmation has been provided by the Commission in terms of regulation 7.
9. Subject to regulation 10, the Commission must make the decision contemplated in regulation 7 within 30 business days of receipt of the request for confirmation.
10. The Commission may extend the 30 business days contemplated in regulation 9 by a further period not exceeding 30 business days if it has good cause to do so.

11. If the Commission has not made a decision and has not extended the 30 business days period contemplated in regulation 9, or has not made a decision within the extended 30 business days period contemplated in regulation 10, the agreement or practice shall be regarded as having been confirmed as falling within the scope of these Regulations.

#### **Revocation of confirmation**

12. The Commission may revoke the confirmation granted in terms of regulation 7 if:

- 12.1. there is a breach of safeguards made in terms of sub-regulation 7.1; or
- 12.2. the collaboration among the Firms exceeds the exemption granted in terms of these Regulations; or
- 12.3. the confirmation was granted on the basis of false information; or
- 12.4. the reason for granting the confirmation no longer exists.

13. The Commission shall notify the relevant firms in writing of its intention to revoke the confirmation and shall afford the relevant firms an opportunity to make representations within a reasonable time before making a decision to revoke the confirmation.

#### **HDP and SMME Participation**

14. HDP Firms and SMMEs at all levels of the value chain must be afforded an opportunity to opt-in to agreements and/or practices including the negotiations of the agreements or practices entered into in terms of these Regulations.

#### **Scope of the exemption**

15. The scope of these Regulations is limited only to:

- 15.1. firms exporting goods or services from South Africa to the export markets;  
and
- 15.2. agreements and/or practices specified under regulation 3 solely relating to all export markets and export products.

16. The agreements and/or practices exempted in these Regulations include the exchange of information strictly necessary for the purposes of the conclusion and implementation of the agreements and/or practices.

### **Monitoring**

17. Firms who participate in any agreements or practices falling within the scope of these exemptions must notify the Commission and the dtic of the agreement or practice within 15 business days of its implementation via the following:
  - 17.1. Notification to the Commission should be sent to [exemption.conditions@compcom.co.za](mailto:exemption.conditions@compcom.co.za).
  - 17.2. Notifications to the dtic should be sent to [exemption.conditions@thedtic.gov.za](mailto:exemption.conditions@thedtic.gov.za).
18. Firms who participate in any agreements or practices falling within the scope of these exemptions must keep accurate written records of meetings held, correspondence related to the exempted agreements and practices, and exchanges of competitively sensitive information strictly necessary for the purposes of the implementation of agreements or practices contemplated in regulation 3.
19. The Commission may, at any time, request the record of the minutes of meetings held, correspondence related to the exempted agreements and practices, or exchanges of competitively sensitive information strictly necessary for the purposes of the implementation of agreements or practices contemplated in these regulations.

**Amendments to Regulations**

20. The areas of collaboration exempted in these Regulations may be expanded or reduced by the Minister, after consultation with the Commission, by notice published in the Government Gazette in terms of these Regulations.

**Short Title**

21. These Regulations shall be called the *Block Exemption for the Promotion of Exports, 2025*.

**Commencement and duration**

22. These Regulations come into effect on the date of publication in the Government Gazette and shall endure for a period of 5 years, which period can be extended by the Minister, by notice in the Government Gazette, after consultation with the Commission and taking into account tariffs in the export markets.

**Winding down of agreements and practices**

23. The Minister, after consultation with the Commission may, by notice in the Government Gazette, provide a reasonable period to Firms that have participated in any agreements or practices falling within the scope of these exemptions to wind-down such agreements or practices before the withdrawal of these Regulations.

**END**

## DEPARTMENT OF EMPLOYMENT AND LABOUR

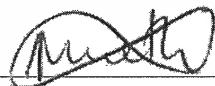
NO. R. 6931

12 December 2025

## LABOUR RELATIONS ACT, 1995

**BUILDING BARGAINING COUNCIL, NORTH AND WEST BOLAND:  
EXTENSION OF MAIN AMENDING COLLECTIVE AGREEMENT TO  
NON-PARTIES**

I, NOMAKHOSAZANA METH, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto which was concluded in the **Building Bargaining Council, North and West Boland** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this Notice and for the period ending 31 December 2028.



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MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 02/12/2025

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

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI  
NABASEBENZI EMBONINI YEZOKWAKHA ENYAKATHO KANYE  
NASENTSHONALANGA YEBOLAND:  
UKWELULELWA KWESIVUMELWANO SABAQASHI NABASEBENZI  
ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXENYE  
YASO**

Mina, **NOMAKHOSAZANA METH, uNgqongqoshe Wezemisebenzi Nezabasebenzi, lapha ngokwesigaba 32(2) soMthetho Wobudlelwano kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa uMkhandlu Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Embonini Yezokwakha eNyakatho Kanye naseNtshonalanga yeBoland, futhi ngokwesigaba 31 soMthetho Wobudlelwano KwezabaSebenzi, ka-1995, esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube mhlaka 31 kuZibandlela 2028.**



**NKOSAZANA N METH, MP  
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI  
USUKU: 02/12/2025**

**SCHEDULE****BUILDING BARGAINING COUNCIL NORTH AND WEST BOLAND****COLLECTIVE AGREEMENT**

In accordance with the provisions of the Labour Relations Act, No. 66 of 1995, made and entered into by and between the

**Meesterbouers Assosiasie Groter Boland (MBA Groter Boland)**

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

**Building Workers Union**

(hereinafter referred to as the "employees" or the "trade union") of the other part, being the parties to the Building Bargaining Council North and West Boland,

to amend the Collective Agreement, extended to non-parties, published under Government Notices R. 120 of 08 February 2019, as further amended and extended by Government Notices Nos. 44029 of 24 December 2020 and 49862 of 14 December 2023.

**1. SCOPE OF APPLICATION**

(1) The terms of this Agreement shall be observed-

- (a) by all employers and by all employees engaged or employed in the Building Industry who are members of the employers' organisation and the trade union, respectively;
- (b) in the Magisterial Districts of Ceres, Montagu, Robertson, Tulbagh and Worcester;
- (c) Overberg District Municipality excluding Overstrand Local Municipality (which includes Gansbaai, Hangklip, Kleinmond, Hermanus and Stanford);

(d) Central Karoo District Municipality (excluding the Magisterial District of Beaufort-West); and

(e) West Coast District Municipality (excluding the Magisterial District of Malmesbury).

(2) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall apply to-

- (a) only those classes of employees for whom wages are prescribed in this Agreement;
- (b) apprentices and learners only in so far as the provisions are not inconsistent with the provisions of the Manpower Training Act, 1981, and the Skills Development Act, 1998, or any conditions fixed there under.
- (c) labour-only contractors, working partners and working directors, principals and contractors.

(3) Notwithstanding the provisions of sub-clause (1)(a), the terms of this Agreement shall not apply to -

- (a) clerical employees and administrative staff;
- (b) university students and graduates in building science and construction surveyors and other such persons doing practical work in the completion of their academic training;
- (c) foremen or general foremen;
- (d) non-parties in respect of clauses 1(1) (a) and 2 of this Agreement.

## 2. PERIOD OF OPERATION

This agreement shall come into operation on the date fixed by the Minister of Employment and Labour as the effective date on which the Agreement shall be extended

to become binding on non-parties, or the date on which the Minister of Employment and Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force until 31 December 2028.

### **3. CLAUSE 10: REMUNERATION**

**Add the following sub-clause after clause (7):**

"(8) The Building Bargaining Council North and West Boland's minimum wage agreement shall not derogate from the National Minimum Wage set by the government annually, with the higher rate prevailing. In cases where the National Minimum Wage exceeds the Council-agreed rate, employers are statutorily obligated to pay the National Minimum Wage."

### **4. CLAUSE 17: SAVINGS FUND**

**Substitute clause 17 with the following:**

- "(1) The Saving Fund is hereby continued and shall be continued to be administered by Council.
- (2) Contribution: Every employer shall, on each pay day deduct from the wages due every day to each eligible employee the contribution calculated as follows:
- (3) Every employer shall pay the contributions referred to in subclause (2) to the Council on the employee's normal pay day, and issue the employee with the Council's fringe benefits, indicating the amount of the contribution made.
- (4) The contribution referred to in subclause (3) shall be credited to the employee in the Saving Fund.
- (5) The Council may recover the costs of the administration of the Saving Fund (as determined by the Council from time to time).

(6) The Council shall, at a date to be determined by the Council each year, pay the employee, together with any money due to him from the Holiday Fund (clause 14) of the former agreement, the moneys standing to his credit in the Saving Fund.

(7) Notwithstanding this expiry or cancellation of this Agreement, the Council shall continue to administer the Saving Fund until such time as it is liquidated or transferred to any other fund created for the purpose of providing annual leave pay to employees.

(8) In the event of the Council's being wound up or dissolved, the Saving Fund shall continue to be administered by a committee appointed for that purpose by the parties before the winding up of the Council, which committee shall consist of an equal number of employer and employee representatives. In the event of such committee being unable to fulfil its duties for any reason, the parties shall appoint a trustee or trustees to carry out its duties, for this purpose such trustee or trustees shall have the same powers as the committee.

(9) In the event of there being no Council in existence at the time of the expiry of this Agreement, the Saving Fund shall be liquidated by the committee or trustees appointed in terms of subclause (8) above.

(10) In the event of liquidation of the Saving Fund in terms of subclause (7) or subclause (8) above, the balance of the moneys remaining after payment of all claims against the Saving Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council. In the event of the Council's having been wound up before the liquidation of the Saving Fund, the balance of the moneys shall be distributed in equal shares between the parties to the Council immediately prior to its dissolution."

## 5. CLAUSE 20: TRADE UNION DEDUCTIONS

**Substitute the following for subclauses (2)(a), (b), (c), (3), (4) and (5):**

"(2) Trade unions may opt for either one of the following mechanisms, in each case deductions of trade union subscriptions may be authorised only by the affected employee, and in writing:

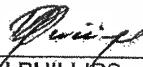
a) each trade union shall be entitled to approach each employer in the industry direct for the purpose of establishing stop-order facilities for the deduction of trade union subscriptions; or

b) the employer shall deduct the Trade Union Subscription Amount (as amended by the Trade Unions from time to time in accordance with their constitutions) from an employee who is a member of a registered trade union and for whom wages are prescribed in clause 10 of this Agreement.

(3) An employer shall pay the amounts deducted by him in terms of sub clause (2)(b) to the Council within the period determined by the Council.

(4) Each month the Council shall pay over to the trade unions all moneys so collected by the employers in terms of sub clause (2)(b) above.

(5) The Council shall, at a date to be determined by the Council each year, pay the employee, together with any money due to him from the Holiday Fund (clause 14), the moneys from union subscriptions which was deducted from non-members of a trade union."



D.J. PHILLIPS  
CHAIRMAN



R.C. DAMON  
BUILDING WORKERS UNION



D.J. PHILLIPS  
MBA GREATER BOLAND  
Meesterbouers Assosiasie Groter Boland (MBA Groter Boland)



L. ONTONG  
SECRETARY

BUILDING BARGAINING COUNCIL NORTH AND WEST-BOLAND

## DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. R. 6932

12 December 2025

**PROMOTION OF NATIONAL UNITY AND RECONCILIATION ACT, 1995  
(ACT NO. 34 OF 1995)**

**PUBLICATION OF INCREASED AMOUNTS IN TERMS OF REGULATION 30(2)(a)  
OF THE REGULATIONS RELATING TO ASSISTANCE TO VICTIMS IN RESPECT OF  
HIGHER EDUCATION AND TRAINING**

The accounting officer appointed by the Minister in terms of section 42(6) of the Promotion of National Unity and Reconciliation Act, 1995 (Act No. 34 of 1995), hereby publishes in terms of regulation 30(2) of the Regulations relating to Assistance to Victims in respect of Higher Education and Training, 2023, for the purposes of the Regulations mentioned in Column 1 of the Schedule hereto, the increased amounts mentioned opposite thereto in Column 2 of the Schedule, with effect from 1 January 2026.

**MS K PILLAY  
ACCOUNTING OFFICER**

**SCHEDULE**

<b>COLUMN 1 Regulation</b>	<b>COLUMN 2 Increased Amount</b>
Regulation 7(1)(c)	R6 994,00
Regulation 7(1)(d)(i)	R31 983,00
Regulation 7(1)(d)(ii)	R15 992,00
Regulation 7(1)(e)	R5 290,00
Regulation 8(1)(c)	R13 990,00
Regulation 8(1)(d)	R6 994,00
Regulation 8(1)(e)	R5 290,00
Regulation 8(1)(f)(i)	R31 983,00
Regulation 8(1)(f)(ii)	R15 992,00
Regulation 8(1)(g)	R13 994,00
Regulation 8(1)(h)	R5 996,00
Regulation 9(1)(c)	R11 660,00
Regulation 9(1)(d)	R11 660,00
Regulation 9(1)(e)	R5 290,00
Regulation 9(1)(f)(i)	R31 983,00
Regulation 9(1)(f)(ii)	R15 992,00
Regulation 9(1)(g)	R13 994,00
Regulation 9(1)(h)	R5 996,00
Regulation 10(1)(c)	R3 497,00

Regulation 10(1)(d)	R4 029,00
Regulation 10(1)(e)	R31 983,00
Regulation 12(5)(a)	R61 697,00
Regulation 12(5)(b)	R61 697,00
Regulation 13(1)	R82 263,00
Regulation 14	R818 827,00

## DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING

NO. R. 6932

12 Desember 2025

**WET OP DIE BEVORDERING VAN NASIONALE EENHEID EN VERSOENING, 1995**  
**(WET NO. 34 VAN 1995)**

**PUBLIKASIE VAN VERHOOGDE BEDRAE INGEVOLGE REGULASIE 30(2)(a) VAN  
 DIE REGULASIES BETREFFENDE BYSTAND AAN SLAGOFFERS TEN OPSIGTE  
 VAN HOËR ONDERWYS EN OPLEIDING**

Die rekenpligtige beamppte aangestel deur die Minister ingevolge artikel 42(6) van die Wet op die Bevordering van Nasionale Eenheid en Versoening, 1995 (Wet No. 34 van 1995), publiseer hiermee ingevolge regulasie 30(2) van die Regulasies betreffende Bystand aan Slagoffers ten opsigte van Hoër Onderwys en Opleiding, 2023, vir doeleindes van die Regulasies genoem in Kolom 1 van die Bylae, die verhoogde teenoorstaande bedrae genoem in Kolom 2 van die Bylae, met ingang van 1 Januarie 2026.

**ME. K PILLAY**  
**REKENPLIGTIGE BEAMPTE**

**BYLAE**

<b>KOLOM 1</b> <b>Regulasie</b>	<b>KOLOM 2</b> <b>Verhoogde bedrag</b>
Regulasie 7(1)(c)	R6 994,00
Regulasie 7(1)(d)(i)	R31 983,00
Regulasie 7(1)(d)(ii)	R15 992,00
Regulasie 7(1)(e)	R5 290,00
Regulasie 8(1)(c)	R13 990,00
Regulasie 8(1)(d)	R6 994,00
Regulasie 8(1)(e)	R5 290,00
Regulasie 8(1)(f)(i)	R31 983,00
Regulasie 8(1)(f)(ii)	R15 992,00
Regulasie 8(1)(g)	R13 994,00

Regulasie 8(1)(h)	R5 996,00
Regulasie 9(1)(c)	R11 660,00
Regulasie 9(1)(d)	R11 660,00
Regulasie 9(1)(e)	R5 290,00
Regulasie 9(1)(f)(i)	R31 983,00
Regulasie 9(1)(f)(ii)	R15 992,00
Regulasie 9(1)(g)	R13 994,00
Regulasie 9(1)(h)	R5 996,00
Regulasie 10(1)(c)	R3 497,00
Regulasie 10(1)(d)	R4 029,00
Regulasie 10(1)(e)	R31 983,00
Regulasie 12(5)(a)	R61 697,00
Regulasie 12(5)(b)	R61 697,00
Regulasie 13(1)	R82 263,00
Regulasie 14	R818 827,00

## DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. R. 6933

12 December 2025

**PROMOTION OF NATIONAL UNITY AND RECONCILIATION ACT, 1995  
(ACT NO. 34 OF 1995)**

**PUBLICATION OF INCREASED AMOUNTS IN TERMS OF REGULATION 28(2)(a)  
OF THE REGULATIONS RELATING TO ASSISTANCE TO VICTIMS IN RESPECT OF  
BASIC EDUCATION**

The accounting officer appointed by the Minister in terms of section 42(6) of the Promotion of National Unity and Reconciliation Act, 1995 (Act No. 34 of 1995), hereby publishes in terms of regulation 28(2) of the Regulations relating to Assistance to Victims in respect of Basic Education, 2022, for the purposes of the regulations mentioned in Column 1 of the Schedule hereto, the increased amounts mentioned opposite thereto in Column 2 of the Schedule, with effect from 1 January 2026.

**MS. K PILLAY  
ACCOUNTING OFFICER**

**SCHEDULE**

<b>COLUMN 1 Regulation</b>	<b>COLUMN 2 Increased Amount</b>
Regulation 7(1)(a)(i)	R11 875,00
Regulation 7(1)(b)(i)	R46 633,00
Regulation 7(1)(c)	R5 770,00
Regulation 7(1)(d)(i)	R6 994,00
Regulation 7(1)(e)	R1 248,00
Regulation 7(1)(f)	R5 996,00
Regulation 7(1)(g)	R4 262,00
Regulation 8(1)(a)(i)	R21 374,00
Regulation 8(1)(b)(i)	R46 633,00
Regulation 8(1)(c)	R5 770,00
Regulation 8(1)(d)(i)	R6 994,00
Regulation 8(1)(e)	R1 764,00
Regulation 8(1)(f)	R5 996,00
Regulation 8(1)(g)	R4 262,00
Regulation 9(1)(a)(i)	R35 623,00
Regulation 9(1)(b)(i)	R46 633,00
Regulation 9(1)(c)	R6 994,00
Regulation 9(1)(d)(i)	R8 160,00

Regulation 9(1)(e)	R2 204,00
Regulation 9(1)(f)	R5 996,00
Regulation 9(1)(g)	R4 262,00
Regulation 11(1)	R22 041,00
Regulation 12(1)(a)	R507 734,00

## DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING

NO. R. 6933

12 Desember 2025

**WET OP DIE BEVORDERING VAN NASIONALE EENHEID EN VERSOENING, 1995  
(WET NO. 34 VAN 1995)**

**PUBLIKASIE VAN VERHOOGDE BEDRAE INGEVOLGE REGULASIE 28(2)(a) VAN  
DIE REGULASIES BETREFFENDE BYSTAND AAN SLAGOFFERS TEN OPSIGTE  
VAN BASIESE ONDERWYS**

Die rekenpligtige beamppte aangestel deur die Minister ingevolge artikel 42(6) van die Wet op die Bevordering van Nasionale Eenheid en Versoening, 1995 (Wet No. 34 van 1995), publiseer hiermee ingevolge regulasie 28(2) van die Regulasies betreffende Bystand aan Slagoffers ten opsigte van Basiese Onderwys, 2022, vir doeleindes van die regulasies genoem in Kolom 1 van die Bylae, die verhoogde teenoorstaande bedrae genoem in Kolom 2 van die Bylae, met ingang van 1 Januarie 2026.

**ME. K PILLAY  
REKENPLIGTIGE BEAMPTE**

**BYLAE**

KOLOM 1 Regulasie	KOLOM 2 Verhoogde bedrag
Regulasie 7(1)(a)(i)	R11 875,00
Regulasie 7(1)(b)(i)	R46 633,00
Regulasie 7(1)(c)	R5 770,00
Regulasie 7(1)(d)(i)	R6 994,00
Regulasie 7(1)(e)	R1 248,00
Regulasie 7(1)(f)	R5 996,00
Regulasie 7(1)(g)	R4 262,00
Regulasie 8(1)(a)(i)	R21 374,00
Regulasie 8(1)(b)(i)	R46 633,00
Regulasie 8(1)(c)	R5 770,00

Regulasie 8(1)(d)(i)	R6 994,00
Regulasie 8(1)(e)	R1 764,00
Regulasie 8(1)(f)	R5 996,00
Regulasie 8(1)(g)	R4 262,00
Regulasie 9(1)(a)(i)	R35 623,00
Regulasie 9(1)(b)(i)	R46 633,00
Regulasie 9(1)(c)	R6 994,00
Regulasie 9(1)(d)(i)	R8 160,00
Regulasie 9(1)(e)	R2 204,00
Regulasie 9(1)(f)	R5 996,00
Regulasie 9(1)(g)	R4 262,00
Regulasie 11(1)	R22 041,00
Regulasie 12(1)(a)	R507 734,00

## SOUTH AFRICAN REVENUE SERVICE

NO. R. 6934

12 December 2025



ENOCH GODONGWANA  
MINISTER OF FINANCE

## SCHEDULE

CUSTOMS AND EXCISE ACT, 1964.  
AMENDMENT OF SCHEDULE NO. 2 (NO. 21/86)

In terms of section 56 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 2 to the said Act is hereby amended to the extent set out in the Schedule hereto.

By the insertion of the following:

Item	Tariff Heading	Code	CD	Description	Rebate Items	Imported from or Originating in	Rate of Anti-dumping duty
213 03	7007.29	02.06	67	Laminated safety glass, other	301.00-399.00; 401.00-499.00	Malaysia	443%

## SUID-AFRIKAANSE INKOMSTEDIENS

NO. R. 6934

12 Desember 2025

DOEANE- EN AKSYNSWET, 1964.  
WYSIGING VAN BYLAE NO. 2 (NO. 2/1/86)

Kragtens artikel 56 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 2 by bogenoemde Wet hiermee gewysig in die mate in die Bylae hierby aangebon.

ENOCH GODONGWANA  
MINISTER VAN FINANSIES

## BYLAE

Deur die invoeging van die volgende:

Item	Tariefpos	Kode	TS	Beskrywing	Kortingsitems	Ingevoer vanaf of Oorspronklik van	Skala van Anti-dumpingreg
213.03	7007.29	02.06	67	Gelamelleerde veiligheidsglas, ander	301.00-399.00; 401.00-499.00	Maleisië	443%

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Publications: Tel: (012) 748 6053, 748 6061, 748 6065