

No. R. 416

17 April 2009

LABOUR RELATIONS ACT, 1995**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL:
EXTENSION TO NON-PARTIES OF THE REGISTRATION AND
ADMINISTRATION EXPENSES COLLECTIVE RE-ENACTING AND
AMENDING AGREEMENT**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of 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 Metal and Engineering Industries Bargaining Council, 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 27 April 2009 and for the period ending 31 March 2010.

M M S MDLADLANA
MINISTER OF LABOUR

SCHEDULE**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL RE-ENACTING AND
AMENDING REGISTRATION AND ADMINISTRATION EXPENSES AGREEMENT**

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

Association of Electric Cable Manufacturers' of South Africa

Bright Bar Association

Cape Engineers' and Founders' Association

Consolidated Association of Employers of S.A. (CAESAR)

Constructional Engineering Association (South Africa)

Covered Conductor Manufacturers' Association

Electrical Engineering and Allied Industries' Association

Electronics and Telecommunications Industries' Association

Federated Employers Organisation of S.A. (FEOSA)

Ferro Alloy Producers' Association

Gate and Fence Association

Hand Tool Manufacturers' Association (HATMA)

Iron and Steel Producers' Association of South Africa

Kwa-Zulu Natal Engineering Industries' Association

Lift Engineering Association of South Africa

Light Engineering industries' Association of South Africa

National Employers Association of S.A. (NEASA)

Non-Ferrous Metal Industries' Association of South Africa

Plastics Convertors' Association of S.A.

Plumbers, and Engineers, Brassware Manufacturers' Association

Port Elizabeth Engineers' Association

Pressure Vessel Manufacturers' Association of South Africa

Radio, Appliance and Television Association of South Africa (RATA)

Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association

Sheetmetal Industries' Association of South Africa

S.A. Electro-Plating Industries' Association

S.A. Engineers and Founders' Association

S.A. Fasteners Manufacturers' Association (SAFMA)

S.A. Refrigeration and Air-Conditioning Contractors' Association (SARACCA)

S.A. Pump Manufacturers' Association

S.A. Reinforced Concrete Engineers' Association (SARCEA)

S.A. Valve and Actuator Manufacturers' Association (SAVAMA)

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

Metal and Electrical Workers Union of S.A.

Solidariteit / MWU – Solidarity / MWU

United Association of S.A. (UASA)

National Union of Metalworkers of South Africa (NUMSA)

S.A. Equity Workers' Association

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the Metal and Engineering Industries Bargaining Council.

PART I: GENERAL

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed:-
 - (a) throughout the Republic of South Africa; and
 - (b) by all the employers and employees in the iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions, respectively.
 - (c) for purposes of subclause 5(3)(c) and item (vi) of the definition of "employee" in terms of clause 3, the employers and employees therein referred to.

- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to-
- (a) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;
 - (b) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition of 'Electrical Engineering Industry' in clause 3 of Part I of the Main Agreement published under Government Notice No. R. 404 of 31 March 1998, in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (c) assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, which are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;
 - (d) the Venetian Blind and Allied Products' Manufacturing Industry in the Province of the Transvaal;
 - (e) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;
 - (f) the Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;
 - (g) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;
 - (h) the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;

- (i) the manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinplate.
- (3) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to-
 - (a) apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and
 - (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.
- (4) Clauses 1(1) (b) 2 and 3 of this Agreement shall not apply to employers and employees who are not members of the employer's organisations and trade unions, respectively.

2. SPECIAL PROVISIONS

The provisions contained in clause 8 of the Agreement published under Government Notice No. R.370 of 4 April 2008, (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

3. GENERAL PROVISIONS

The provisions contained in clauses 3 to 7 and 9 to 10 of Parts I to IV of the Former Agreement shall apply to employers and employees.

4. CLAUSE 2: PERIOD OF OPERATION OF THE AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 31 March 2010.

PART II**5. CLAUSE 4: CONTRIBUTIONS**

- (1) The provisions of this clause shall apply in respect of all employees (as defined in clause 3 of the Agreement), except for purposes of subclause (3)(a) and (b) below, apprentices, pre-apprentices and learners shall be excluded.
- (2) Contributions shall be made by employers in the manner specified hereunder.
- (3)
 - (a) From the earnings of every employee to whom this Agreement applies the employer shall, each week, including weeks on which the employee is absent on paid leave, deduct an amount of R1,50. The equivalent monthly payment is R6,50 per employee.
 - (b) To the amount deducted in terms of paragraph (a) hereof, the employer shall add an equal amount and forward the total sum to the Council each month.
 - (c) An amount of 53 cents shall be deducted from both employee and employer per week (including the employers and employees referred to in item (vi) of the definition of employee in clause 3, "definitions") in respect of a dispute resolution levy. The monthly equivalent is R2,29 per employee per month, with the employer contributing an equal amount.
- (4) In any establishment in which the total amount payable to the Council in terms of subclause (3)(a) and (b) hereof amounts to less than R150 per month, the employer shall make up the amount to R150 and forward the amount to the Council each month.
- (5)
 - (a) Every employer in regions A,B,C,D,E, and F shall forward the amounts payable each month in terms of subclause (3) hereof, subject to the minimum amount payable as specified in subclause (4), together with a statement in such form as may be specified from time to time, to reach the Metal Industries Benefit Fund Administrators (MIBFA), Central Funds Collection Office, 2nd Floor, Metal Industries House, 42 Anderson Street, Johannesburg, 2001, by no later than close of business on the 7TH day of the subsequent month.
 - (b) The employer uses the postal services, courier services or any other means of delivery or transfer at his own risk. The relevant postal address is P O Box 61474, Marshalltown,

2107. A facility for direct bank-to-bank transfer of funds is also available. Enquiries to be directed to the Financial Manager at the above address or (011) 870-2000.

- (6) Regardless of whether any amount is payable to the Council in terms of this clause, every employer shall, not later than the 7TH day of each month, forward to the Council in respect of the preceding month and in the manner indicated therein, the statement referred to in subclause (5) hereof, and shall record thereon the number of employees employed on Limited Duration Contracts of employment during the month to which the statement applies.
- (7) (a) For the purposes of this subclause 'the Act' means the Usury Act, 1968.
- (b) If any amount that falls due in terms of this clause is not received in full by the Council by the 7th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions.
- (i) The interest payable shall accrue on the balance of the amount outstanding from time to time from the 7TH day until the full amount is received by the Council.
- (ii) The interest shall accrue at the same effective rate as the applicable maximum annual finance charge rates as if the amount outstanding were a "credit transaction" for the purposes of the Act. For purposes of calculating the interest, the provisions of section 2(2) of the Act shall, *mutatis mutandis*, apply.
- (iii) The council shall, in its absolute discretion, be entitled to waive payment by the employer of any interest that accrues in terms of this subclause.
- (iv) In the event of the Council's incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission.
- (v) In addition to the provisions of section 2(2) of the Act, all the other provisions of the Act that are relevant for the purposes of calculating any interest payable by the employer in terms of this subsection shall, *mutatis mutandis*, apply for these purposes."

Thus signed at Johannesburg, for and on behalf of the parties, this 13 March 2009

L. TRENTINI
Member

L DE WELZIM
Member

N. FAASEN
Operations Manager