

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

I, MILDRED NELISIWE OLIPHANT, 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 12 March 2012..... and for the period ending 31 December 2016.

**MN OLIPHANT
MINISTER OF LABOUR**

SCHEDULE**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL
RE-ENACTING AND AMENDING SICK PAY FUND COLLECTIVE AGREEMENT**

In accordance with the provisions of the Labour Relations Act, No.66 of 1995, made and entered into by and between the –

Association of Electric Cable Manufacturers of S.A.
Association of Metal Service Centres of South Africa
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association (South Africa)
Covered Conductor Manufacturers' Association
Electrical Engineering and Allied Industries' Association
Electrical Manufacturers' Association of South Africa (EMASA)
Electronics and Telecommunications Industries' Association
Federated Employers' Organisation of South Africa (FEOSA)
Ferro Alloy Producers Association
Gate and Fence Association
Hand Tool Manufacturers' Association (HATMA)
Iron and Steel Producers' Association of South Africa (ISPA)
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
Plumbers and Engineers Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
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. Post Tensioning Association (SAPTA)
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 –

Chemical, Energy, Paper, Printing, Wood and Allied Workers' Union (CEPPWAWU)
Metal and Electrical Workers' Union of South Africa
Solidariteit / MWU – Solidarity / MWU
UASA - The Union
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.

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 employers in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and by all employees who are members of the trade unions.
- (2) Clauses 1(1) (b), 2, 9 and 15 of this Agreement shall not apply to employers and employees who are not members of the employers' organizations and trade unions respectively.

2. PERIOD OF OPERATION OF 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 December 2016.

3. SPECIAL PROVISIONS

The provisions contained in clauses 9 and 15 of the Agreement published under Government Notice R.958 of 9 October 2009 (hereinafter referred to as "the former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 8 and 10 to 14 and 16 to 21 of the former Agreement, shall apply to employers and employees.

5. CLAUSE 3: DEFINITIONS

- (1) Substitute the following for the definition of "compassionate" leave:

"Compassionate leave" means leave granted to an employee at full pay, in the event of the death of the employee's spouse or life partner, or the employee's parent

adoptive parent, grand parent, child, adopted child, grand-child or sibling and/or parent –in-law.”

- (2) Insert the following new definition:

“Leave of absence for medical examinations for prostate cancer and pap smears; means every employee shall be entitled to one working day per year, at full pay, for this purpose.”

6. CLAUSE 8: BENEFITS

- (1) Substitute the following for item (2), compassionate leave:

(2) Compassionate leave:

Subject to the provisions of subclause 6(a), an employee shall be entitled to a maximum of three working days leave for compassionate reasons per year for which he or she shall receive full payment at his or her normal wage rate for a normal working day: Provided that where an employee has worked for part of his ordinary shift on the date on which compassionate leave is taken, the benefit payable for that day shall be reduced pro-rata.

An employee’s unused entitlement to leave in terms of this section accrues to a maximum of nine days paid leave over a three-year period of employment.

This accrued leave may be used in the event of the death of any of the persons detailed in the definition of “compassionate leave” in Section 3 above.”

- (2) Insert the following new subclause 4(A):

“4(A) Leave of absence for medical examinations for prostate cancer and pap smears.

Subject to the provisions of subclause 6(a) an employee shall be entitled to leave of absence of one working day per year, at full pay for purposes of medical examinations for prostate cancer and pap smears provided that where an employee has worked for part of his ordinary shift on the day on which leave of absence is taken, the benefit payable for that day shall be reduced pro-rata.

Thus signed, for and on behalf of the parties, this 4th August 2011 at Johannesburg.

L Trentini
Member

V Mabho
Member

A Smith
Chief Executive Officer