

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 2570

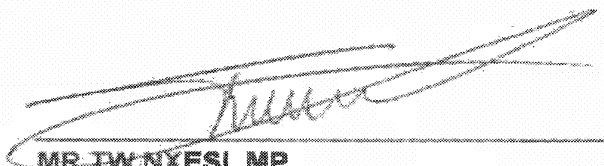
7 October 2022

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

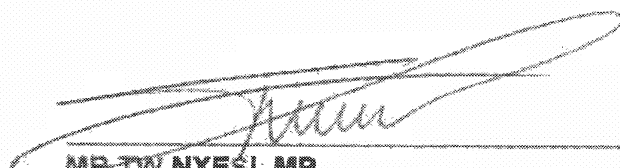
**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL:
REGISTRATION AND ADMINISTRATION EXPENSES COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(7) of the Labour Relations Act, 1995 cancel Government Notice No. 1729 of 3 February 2022 with effect from the second Monday after the date of publication of this notice.

**MR. TW NXESI, MP****MINISTER OF EMPLOYMENT AND LABOUR****DATE: 28 10/2022**

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

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) read with section 32(5) 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 the second Monday after the date of publication of this notice and for the period ending 31 March 2025.


MR-TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 28/09/2022

ANNEXURE A.

H

SCHEDULE

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL
REGISTRATION AND ADMINISTRATION EXPENSES COLLECTIVE AGREEMENT**

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

Association of Electric Cable Manufacturers' of South Africa;
Cape Engineers' and Founders' Association;
Constructional Engineering Association (South Africa);
Consolidated Employer's Organisation;
Eastern Cape Engineering and Allied Industries Association (ECEAIA);
Electrical Engineering and Allied Industries' Association;
Electrical Manufacturers Association of South Africa;
Federated Employers Organisation of South Africa (FEOSA);
Gate and Fence Association;
Hand Tool Manufacturers' Association (HATMA);
Iron and Steel Producers' Association of South Africa;
KwaZulu Natal Engineering Industries' Association;
Lift Engineering Association of South Africa;
Light Engineering Industries' Association of South Africa;
National Employers' Association of South Africa (NEASA);
Non-Ferrous Metal Industries' Association of South Africa;
Plastics Convertors Association of South Africa (PCASA);
Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association;
South African Electro-Plating Industries Association;
South African Engineers' and Founders' Association;
South African Refrigeration and Air-Conditioning Contractors' Association (SARACCA);
South African Pump Manufacturers' Association;

[Handwritten signatures and initials]
J.W.
M.N.
S.V.
E.P.
S.M.

South African Valve and Actuator Manufacturers' Association (SAVAMA);
 South African United Commercial Employers Organisation;

REGISTERED TRADE UNION OR "EMPLOYEE ORGANISATION" PARTY TO THE COUNCIL

Metal and Electrical Workers' Union of South Africa (MEWUSA)
 Solidariteit/Solidarity;
 UASA-The Union;
 National Union of Metalworkers' of South Africa (NUMSA);
 South African Equity Workers' Association (SAEWA);

PART I: GENERAL

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed by employers and employees in the Iron, Steel, Engineering and Metallurgical Industries as defined hereunder in the Republic of South Africa:-

"Iron, Steel, Engineering and Metallurgical Industries" means

- (a) the production of iron and/or steel;
- (b) the production of alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues;
- (c) the general engineering and manufacturing engineering and metallurgical industries;

- (d) the building and/or alteration and/or repair of boats and/or ships, including the scraping, chipping or scaling and/or painting of their hulls, and general woodwork undertaken in connection with ship repairs;
- (e) the electrical engineering industry;
- (f) the lift and escalator industry;
- (g) the plastics industry, and
- (h) the iron, steel and metallurgical industry as defined in paragraph (a) to (g) above shall include the activities of Temporary Employment Service as defined in the section 198(1) of the Labour Relations Act, 66 of 1995 as amended ("the LRA"), who for reward procure for or provide to a client whose undertaking falls within the registered scope of Metal and Engineering Industries Bargaining Council any persons (employees as defined in section 198(2) of the LRA) to render services or to perform work in such undertaking.

For the purpose hereof-

- (a) **"General Engineering and Manufacturing Engineering and Metallurgical Industries"** means the industries concerned with the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than a precious metal), or parts or components thereof, and structural metal work, including steel reinforcement work, and the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys, and the finishing of metal goods, but does not include the Motor Industry.

"Precious metals" means the precious metals gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals, or any of these in such proportion with any other metals to be the greater part in value of such alloy.

(b) **"Electrical Engineering Industry"** shall consist of:-

- (i) The manufacture and/or assembly from component parts of electrical equipment in the Republic of South Africa, namely generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment, including monitors, and other equipment utilising the principles used in the operation of radio and electronic equipment, the latter equipment to include, but not to be limited to, television, and further, incandescent lamps and electric cables and domestic electrical appliances, and shall also include the manufacture of component parts of the aforementioned equipment.
 - (ii) Subject to clause (ii) hereunder, the installation, maintenance, repair and service of the equipment referred to in paragraph (i) above in the Provinces of the Transvaal and Natal; but does not include the activities of electrical contracting industry;
 - (iii) The installation, maintenance, repair and service of television sets and monitors within the Republic of South Africa, excluding the installation, maintenance, repair and service in the Province of the Cape of Good Hope, and excluding in respect of the whole of the Republic of South Africa, the installation, maintenance, repair and service of monitors primarily intended for use in accounting and/or data processing and/or business procedures.
- (c) **"Electrical Contracting Industry"** means the design, preparation, (other than manufacture for sale) and erection of electrical installation forming an integral and permanent portion of buildings and the repair and/or maintenance of such installations including any cable jointing and electrical wiring associated therewith;
- (d) **"Lift and Escalator Industry"** means the manufacture and/or assembly and/or installation and/or repair of electrical lifts and escalators;

- (e) **"Plastics Industry"** means the industry concerned with the conversion of thermoplastic and/or thermosetting polymers, including the compounding or recycling thereof, or the manufacture of articles or parts wholly or mainly made of such polymers into rigid, semi rigid or flexible form, whether blown, moulded, extruded, cast, injected, formed, calendered, coated, compression moulded or rotational moulded, including in-house printing on such plastics by the manufacturers, and all operations incidental to these activities;
- (f) **"Plastics"** means any one of the group of materials which consist of or contains as an essential ingredient an organic substance of a large molecular mass and which, while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application, singly or together, of heat and pressure including the recycling or compounding thereof, but only where such compounding and/or recycling is as a result of the conversion for manufacture by the same employer, but shall exclude all extrusions into mono- and multi-filament fibres and other activities falling under the scope of the National Textile Bargaining Council;
- (g) **"Machine"** means any appliance, irrespective of the material of which it is made, but does not include an agricultural tractor.
- (h) **"Metal goods"** does not include agricultural tractor;
- (i) **"Motor Industry"** means-
- (aa) Assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with-
- (i) chassis and/or bodies of motor vehicles;
- (ii) internal combustion engines and transmission components of motor vehicles;
- (iii) the electrical equipment connected with motor vehicles, including radios;

- (ab) automotive engineering;
- (ac) repairing, vulcanising and/or retreading tyres;
- (ad) repairing, servicing and reconditioning batteries for motor vehicles;
- (ae) the business of parking and/or storing motor vehicles;
- (af) the business conducted by filling and/or service stations;
- (ag) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts 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 repair of motor vehicles;
- (ah) the business of motor graveyards.
- (ai) the business of assembly establishments;
- (aj) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components;
- (ak) vehicle body building;

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 motor vehicles or not;

[Handwritten signatures and initials are present below the definition, including "J.N.", "Σ.M.", "M.N.", and various other scribbles.]

"Motor vehicle" means any wheeled conveyance propelled by electrical or mechanical power (other than steam) and designed for haulage and/or for the transportation of persons and/or goods and/or loads, including trailers and caravans, but does not include any equipment designed to run on fixed tracks, trailers designed to transport loads of 27 tons or over, or aircraft;

"Vehicle body building" means any or all of the following activities carried on in a Vehicle Body Building establishment-

- (i) The construction, repair or renovation of cabs and/or bodies and/or any superstructure, for any type of vehicle;
- (ii) 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;
- (iii) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;
- (iv) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;
- (v) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or superstructures;
- (vi) building trailers, but not including the manufacture of wheels or axles therefor;
- (vii) all operations incidental to or consequent upon the activities referred to in paragraphs (i), (ii), (iii), (iv), (v) and (vi).

For the purposes of this definition, "Vehicle" does not include an aircraft, and "Motor Industry" as defined above shall not include the following-

[Handwritten signatures and initials are present in this section, including J.N., B., M.N., and others.]

- (i) 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;
- (ii) 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;
- (iii) the manufacture and/or maintenance and/or repair of-
 - (aa) civil and mechanical engineering equipment and/or parts thereof, whether or not mounted on wheels;
 - (bb) agricultural equipment or parts thereof; or
 - (cc) equipment designed for use in factories and/or workshops.

Provided that for the purposes of (aa), (bb) and (cc) above, "equipment" shall not be taken to mean motor cars, motor lorries and/or motor trucks;

- (dd) motor vehicle or other vehicle bodies and/or superstructures and/or parts or components thereof made of steel plate of 3,175 mm thickness 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.

The above mentioned interests shall not include the undertakings, industries, trades or occupations in respect of which Transnet Bargaining Council has been registered on 2 October 1991. The latter Council has been registered in respect of the undertakings, industries, trades or occupations of Transnet Limited known as Spoornet, South African Airways, Autonet, Portnet, Transtel, Transwerk, Promat, Protekon or any other business, undertakings, industry, trade, occupation, unit, department or section of Transnet Limited in

[Handwritten signatures and initials are present in this section, including "B", "J.N.", "M.N.", and others.]

the Republic of South Africa as these undertakings, industries, trades or occupations were constituted on 2 October 1991.

(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 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;
- (e) 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;

(3) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall apply to Apprentices and Trainees not engaged by means of contracts with the MerSETA.

2. PERIOD OF OPERATION OF THE AGREEMENT

[Handwritten signatures and initials are present below the section header, including J.N., S.L., and others.]

1. This Agreement shall come into operation on the date of signature for the parties until 31 March 2025;
and
2. This Agreement shall bind non-parties in terms of section 32 of the LRA from the date as determined by the Minister of Labour and for the period as determined by the Minister.

3. DEFINITIONS

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

"Act" means the Labour Relations Act, 1995 (Act No.66 of 1995) as amended;

"Apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered with the employer under the Skills Development Act, No.97 of 1998 and includes a minor employed on probation in terms of the Act or a learner in terms of the Skills Development Act, No.97 of 1998;

"Council" means the Metal and Engineering Industries Bargaining Council, registered in terms of section 29 of the Act;

"Establishment" means any premises wherein or whereon the industries, or part thereof, as herein defined, are carried on, subject to any demarcation determination made in terms of section 76 of the Labour Relations Act, 1956, and/or section 62 of the Labour Relations Act, 1995.

"Employee" means employee and/or apprentices whose wages and conditions of employment are determined by the Council or employee employed under exemption from these conditions.

"Interest" means a fee and/or charge payable when payment of an amount provided for in this agreement was not made on or before the 7th of each month.

"Law" includes common law.

"Watchmen" not covered by the sectoral determination for the security industry.

"Note: The magisterial districts demarcation of Regions is only for purposes of determination of the borders of Regional Councils"

"Region A" means the Western Cape Province and the Northern Cape Province but excluding the following magisterial districts in the Western Cape: Calitzdorp, Murraysburg, Oudtshoorn, and Uniondale and excluding the following magisterial districts in the Northern Cape: Barkly West, De Aar, Gordonia, Hartswater, Herbert, Hopetown, Kimberley, Kuruman, Postmasburg and Warranton, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Cape Region), P O Box 6096, Roggebaai, 8012, or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;

"Region B" means the following magisterial districts in the Eastern Cape Province: Albert, Allwal North, Barkly East, Bizana, Butterworth, Cala, Cathcart, Cofimvaba East London, Elliot, Engcobo, Flagstaff, Hofmeyr, Idutywa, Indwe, Keiskama-hoek, Kentani, King William's Town, Kwabhaca, Lady Grey, Libode, Lusikisiki, Maclear, Matatiele, Mdantsane, Middelburg, Mount Ayliff, Mount Fletcher, Mqanduli, Ngqeleni, Nqamakwe, Queenstown, Qumbu, Seymour (Mpofu), Sterkstroom, Stutterheim, Tsolo, Tsomo, Umtata, Umzimkulu, Whittlesea, Willowmore, Willowvale, Wodehouse, Victoria East and Zwelitsha and for the purposes of these particular areas, the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Border Region), PO Box 13162, Vincent, 5217, or First Floor, 12 St Georges Road, Southernwood, 5021;

"Region C" means the Province of KwaZulu Natal and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (KwaZulu Natal Region), P O Box 5900, Durban, 4000, or 14th Floor, Mercury House, 320 Smith Street, Durban, 4001.

[Handwritten signatures and initials are present below the text, including "J.N", "M.M", "S.M", and various other illegible marks.]

"Region D" means the following magisterial districts in the Eastern Cape Province: Aberdeen, Adelaide, Albany, Alexandra, Bathurst, Bedford, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg, Pearston, Port Elizabeth, Somerset East, Steyterville, Steynsburg, Uitenhage, Venterstad and Willowmore and the following magisterial districts in the Western Cape Province: Calitstdorp, Murraysburg, Oudshoorn, Unionsdale, and the following magisterial districts in the Northern Cape Province: Colesburg, Hanover, Noupoot and Richmond and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Midland Region), PO Box 12848, Centrahill, 6006, or First Floor, 30 Pearson Street, Central, Port Elizabeth, 6001;

"Region E" means all the magisterial districts in the Gauteng Province, Mpumalanga Province, Northern Province (Limpopo) and North West Province, but excludes the following magisterial districts in the North West Province: Bloemhof, Christiana, Colligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp, Vryburg and Wolmaransstad, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Gauteng Region), P O Box 3998, Johannesburg, 2000 or Union Corporation Building, 1st Floor, 77 Marshall Street, Johannesburg, 2001."

"Region F" means all the magisterial districts in the Free State and includes the following magisterial districts in the North West Province: Bloemhof, Christiana, Colligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp, Vryburg and Wolmaransstad, and includes the following magisterial districts in the Northern Cape Province: Barkly West, De Aar, Gordonia, Hartswater, Herbert, Hopetown, Kimberley, Kuruman, Postmasburg, and Warrenton, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Free State and Northern Cape Region), PO Box 95, Welkom, 9460, or Wessels & Smith Building, 2nd Floor, 26 – 28 Heeren Street, Welkom, 9459.

"Venetian Blind and Allied Products Manufacturing Industry" means the industry in which employers and their employees are associated for the carrying on of any one or more of the following activities, in the Province of the Transvaal:

[Handwritten signatures and initials, including J.N., S.M., F.P., and others, are present below the text.]

The design and/or assembly and/or manufacture of-

- (a) venetian blinds, whether manufactured of wood, metal, bamboo, cloth or synthetic materials; and/or
- (b) any other type of blind manufactured of such materials; and/or
- (c) any other article or articles providing or used for sun control, other than articles manufactured wholly or mainly from plastic: Provided that the first-mentioned articles are intended for use in the interior of buildings; and/or
- (d) folding doors containing wood, cloth, leather, leather cloth or any synthetic material with a wooden, synthetic wood or metal framework, but excluding canvas awnings, canvas sunblinds and Holland blinds; and for the purposes of this definition, 'canvas' means a woven material made from cotton flax, jute, hemp or similar decorticated vegetable or acrylic fibres or mixtures thereof;

4. OBJECTIVES

The objectives of this Agreement are to provide for the funds of the Council, which shall be vested in and administered by the Council, and for the registration of all employers engaged in the industries, irrespective of whether or not any Council Agreement is binding on such employer. The funds may only be utilized for administrative purposes.

PART II

5. CONTRIBUTIONS

- (1) The provisions of this clause shall apply in respect of all employees defined above.
- (2) Contributions shall be made by employers in the manner specified hereunder.

[Handwritten signatures and initials are present below the text, including "P. du P.", "J.N.", "Σ. M.", "M.N.", and a circled "13".]

- (3) (a) From the earnings of every employee to whom this Agreement applies the employer shall: in respect of weekly paid employees deduct R1.96 and in respect of monthly paid employees deduct R8.49 each month, including weeks on which the employee is absent on paid leave. The equivalent monthly payment is R8.49 per employee; and
- (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) The contributions in 3 (a) above will increase in the second and third years' by the respective year on year CPI rate as at December as published by Stats SA.
- (4) (a) Every employer in regions A,B,C,D,E, and F shall forward the amounts payable each month in terms of sub-clause (3) hereof, 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.
- (5) 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 sub-clause (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.
- (6) (a) For the purposes of this sub-clause 'the Act' means the National Credit Act, of 2005.

- (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 1 of the Act read with Regulation 42 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 sub-clause.
 - (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 (legal costs) of whatever nature as between attorney and client and all such collection commission.
 - (v). In addition to the above, 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."

PART III

6. REGISTRATION

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J.N

S.M

M.N

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(1) Every employer operating in this industry, as defined, excluding those employers referred to in clause 1(2) of this Agreement, shall

- (a) within one month of the date on which this Agreement comes into operation, and in the event of entering this industry after the publication under section 32 of the Act by virtue of which this Agreement is binding, within one month of the date on which he so enters the industry, furnish to the Manager of the regional council in the area concerned, a written statement, in the form obtainable from a regional council, setting forth his full name and residential address and, if the employer is a partnership, the full names and addresses of all partners, and, if the employer is a company, the full names and addresses of the directors and secretary, and if the employer is a close corporation, the full names and addresses of the members and secretary, the name and the address or addresses at which business is carried on, the activities, trades or occupations carried out, IDs of employees and also the number of employees employed covered by this agreement; Provided that if this Agreement is superseded by a further agreement, an employer who holds a current certificate of registration issued under this section or in pursuance of a previous binding agreement, shall be deemed to have complied with the provisions of this sub-clause;
- (b) in the event of any change in the name or the address or addresses at which business is carried on, or among the partners or, if the employer is a company or close corporation, of its secretary, or in the event of the sequestration of the employer's estate, or if the employer is a company or close corporation, of the winding-up of the company or close corporation, or in the event of the transfer or abandonment of the business carried on, or a change in activities or the acquisition or commencement of any other activities or business, furnish to the Manager of the regional council concerned, within 14 days of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement, a written statement setting forth full particulars of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement, as the case may be.

- (2) The fact that any employer as contemplated in sub-clause (1) above may claim exclusion or exemption from any one or other Agreement that is binding in the industries shall not exonerate him from complying with the requirements of sub-clause (1) above unless the enterprise has a valid license for exemption.
- (3) The requirements of sub-clauses (1) and (2) of this clause shall not be construed as an attempt by the Council to enforce the provisions of any particular Agreement administered by it, if such Agreement was not in the past binding on the employer and his employees or where exclusions and/or exemptions exist in favour of the employer and his employees.

PART IV

7. ADMINISTRATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Agreement.

8. AGENTS

- (1) The Council shall appoint one or more persons as agents in terms of section 33(1) of the Act to promote, monitor and enforce the terms of this Agreement.
- (2) A person appointed in terms of sub-clause (1) above shall after appointment by the Minister thereafter be referred to as a designated agent and shall have the powers set out in section 33A and in Schedule 10 of the Act.
- (3) Enforcement of this agreement by a designated agent shall be in accordance with Clause 10 of this agreement.

9. EXEMPTIONS AND APPEALS

- (1) Any person bound by this Agreement may apply for exemption.

[Handwritten signatures and initials are present in this section, including "J.N.", "Σ. W.", "M.N.", and various other illegible signatures.]

- (2) The Bargaining Council has the authority to consider applications for exemptions and/or licenses issued for exemptions.
- (3) All applications for exemption shall be made in writing on the appropriate application form, obtained from the Bargaining Council, setting out relevant information, including:
- (a) The provisions of the agreement in respect of which exemption is sought;
 - (b) The number of persons in respect of whom the exemption is sought;
 - (c) The reasons why the exemption is sought;
 - (d) The nature and size of the business in respect of which the exemption is sought;
 - (e) The duration and timeframe for which the exemption sought;
 - (f) The business strategy and plan of the applicant seeking the exemption;
 - (g) The recorded views expressed by the trade union or workforce itself during the plant level consultation process and where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application; and
 - (h) Any other relevant supporting data and financial information the Council may prescribe from time to time.
- (4) An exemption application in respect of a term or provision in a Collective Agreement:
- (a) Concluded in the Council that applies throughout the Industry must be considered by an exemptions body appointed by the Council.

- (5) The Bargaining Council shall decide on an application for exemption within 30 days of receipt.
- (6) Upon receipt of an application by the Bargaining Council, it shall immediately refer the application to the exemptions committee which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.
- (7) The regional office may, if an application is found to be incomplete, request additional information from an applicant applying for exemption, the applicant will be afforded 30 days to provide the required information failing which the application will be deemed to be rejected.
- (8) In scrutinising an application, the exemption committee or the Independent Exemptions Appeal Board (IEAB) will consider the details of the application, the views expressed by the trade union or workforce, affected employers, any other representations received in relation to the application, and the factors and criteria as listed in sub-clause 12 below.
- (9) The General Secretary must advise the applicant in writing of the decision of the exemptions body within 15 days from the date of the decision.
- (10) In the event of the exemptions committee granting, partially granting (recommending) or refusing to grant an application, the applicant shall be informed for the reasons for the decision and have the right to appeal in writing on the appropriate appeal application form against the decision to the IEAB, within 14 days from the date of being informed of the outcome. Such an appeal must be filed with the Convenor of the IEAB on the following address (should the address change the Industry will be advised accordingly):

Attention: The IEAB Convenor – Mr Vice Ngonyama
Metal and Engineering Industries Bargaining Council
1st Floor Metal Industries House
42 Anderson Street
Johannesburg
Gauteng, 2001
Fax: (086) 636 8690

Tel: (011) 639 8000

Email: vican@melbc.co.za

- (11) The IEAB shall hear and decide and inform the applicant and the *Bargaining Council* as soon as possible but not later than 30 days after the appeal has been lodged against the decision of the exemption committee.
- (12) When considering an application or appeal, the exemption committee or IEAB whichever the case may be must consider, in addition to sub-clause 8, the following:
- (i) Whether the granting of the exemption or appeal will prejudice the objectives of this agreement;
 - (ii) The duration of an exemption granted on financial grounds, supported by a report from an independent auditor appointed by the Council, shall be limited to 12 months.
- (13) In the event of the IEAB granting, partially granting (recommending) or refusing to grant the appeal, the applicant shall be informed in writing within 14 days from the date of the decision.
- (14) The decision of the IEAB is final and binding upon the applicant and the *Bargaining Council*.
- (15) If an exemption or appeal is granted or partially granted (recommended), the exemption committee or the IEAB, shall issue a license for exemption or appeal, signed by the General Secretary, containing the following particulars:
- (a) The full name of the applicant(s) or enterprise concern;
 - (b) The trade name;
 - (c) The provisions of the Agreement from which exemption or appeal has been granted;
 - (d) The period for which the exemption or appeal shall operate;

Handwritten signatures and initials are present below the list, including "J.N.", "Σ.Μ.", "M.N.", and "20-".

- (e) The date of issue and from which day the exemption or appeal shall operate;
 - (f) The condition(s) of the exemption or appeal granted; and
 - (g) The area in which the exemption or appeal applies.
- (16) An employer to whom a license has been issued shall at all times have the license available for inspection at the workplace.
- (17) The General Secretary must maintain a register of all exemption licenses.

10. RESOLUTION OF DISPUTES

Any dispute about the interpretation, application, or enforcement of this Agreement shall be referred to the Council and shall be dealt with in accordance with the provisions contained in the Metal and Engineering Industries Bargaining Council Dispute Resolution Agreement.

REGISTERED EMPLOYERS' ORGANISATIONS PARTY TO THE COUNCIL:

Association of Electric Cable Manufacturers' of South Africa;

SIGNATURE: 

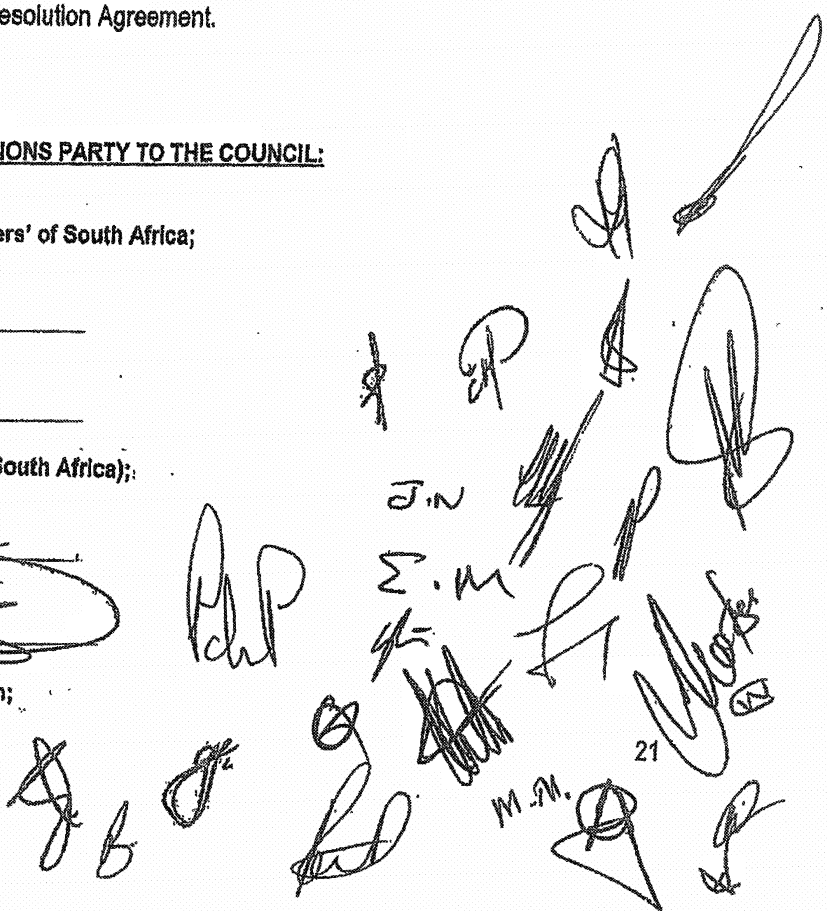
DATE: 25-5-2022

Constructional Engineering Association (South Africa);

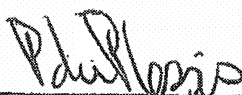
SIGNATURE: 23-5-2022

DATE: 

Cape Engineers' and Founders' Association;



SIGNATURE:



DATE:

25/05/2022

Consolidated Employer's Organisation;

SIGNATURE:

DATE:

27/05/2022

Eastern Cape Engineering and Allied Industries Association (ECEAIA);

SIGNATURE:

DATE:

30-05-2022

Electrical Engineering and Allied Industries' Association;

SIGNATURE:

DATE:

25/05/2022

Electrical Manufacturers Association of South Africa;

SIGNATURE:

DATE:

25/05/2022


Federated Employers Organisation of South Africa (FEOSA);

SIGNATURE:

DATE:

Gate and Fence Association;

SIGNATURE:



DATE: 25/05/22

Hand Tool Manufacturers' Association (MATMA);

SIGNATURE: 

DATE: 26/05/22

Iron and Steel Producers' Association of South Africa;

SIGNATURE: 

DATE: 25/05/2022

KwaZulu Natal Engineering Industries' Association;

SIGNATURE: 

DATE: 27/05/2022

Lift Engineering Association of South Africa;

SIGNATURE: 

DATE: 25/05/2022

Light Engineering Industries' Association of South Africa;

SIGNATURE: 

DATE: 25/05/2022

National Employers' Association of South Africa (NEASA);

SIGNATURE: _____

DATE: _____

Non-Ferrous Metal Industries' Association of South Africa;

SIGNATURE: Winter

DATE: 24/05/2022

Plastics Convertors Association of South Africa (PCASA);

SIGNATURE: [Signature]

DATE: 18/5/2022

Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association;

SIGNATURE: [Signature]

DATE: 26/05/2022

South African Electro-Plating Industries Association;

SIGNATURE: [Signature]

DATE: 24/5/2022

South African Engineers' and Founders' Association;

SIGNATURE: _____

DATE: _____

South African Refrigeration and Air-Conditioning Contractors' Association (SARACCA);

SIGNATURE: [Signature]

DATE: 27/05/2022

South African Pump Manufacturers' Association;

SIGNATURE: [Signature]

DATE: 25/05/2022.

South African Valve and Actuator Manufacturers' Association (SAVAMA);

SIGNATURE: 

DATE: 24/05/2022

South African United Commercial Employers Organisation;

SIGNATURE: _____

DATE: _____

REGISTERED TRADE UNIONS OR "EMPLOYEE ORGANISATIONS" PARTY TO THE COUNCIL

Metal and Electrical Workers' Union of South Africa (MEWUSA)

SIGNATURE: 

DATE: 28/03/2022

Solidarity / Solidariteit

SIGNATURE:  FHUAD HEERDEN

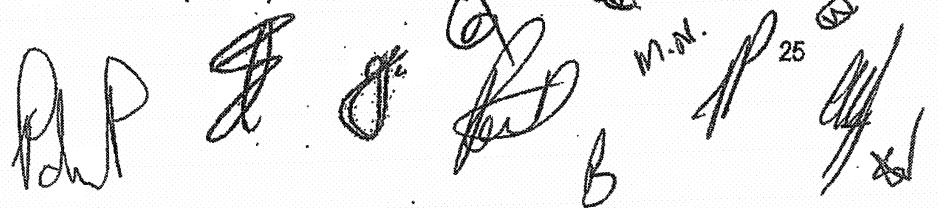
DATE: 25/03/2022

UASA-The Union

SIGNATURE: 

DATE: 05/04/2022

National Union of Metalworkers' of South Africa (NUMSA)



DATE:

05 May 2020

25-03-2022

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CONTINUES ON PAGE 386 OF BOOK 4

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