

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

CONSOLIDATED REGISTRATION AND ADMINISTRATION EXPENSES AGREEMENT

**Prepared and edited by:
Metal and Engineering Industries Bargaining Council, Johannesburg
Tel: (011) 639-8000
(26 August 2011)**

SCHEDULE

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL REGISTRATION AND ADMINISTRATION EXPENSES COLLECTIVE 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
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 Manufacturers Association of South Africa
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
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. Post Tensioning Association
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
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.

(Schedule amended by Government Notice R.677 of 26 August 2011)

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.
(paragraph (c) inserted by R.683 of 27 July 2001)
- (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;

(Previous item (i) deleted by R.1183 of 18 December 2009)

- (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.
 (clause (1) amended by R.646 of 30 June 2000: extension to TBVC and further amended by R305 of 6 April 2001 and R.799 of 14 June 2002)
 (clause 1 substituted by R807 of 9 July 2004)
 (clause 1 amended by R.191 of 11 March 2005)
 (clause 1 substituted by R.377 of 4 May 2007)
 (clause 1 substituted by R.370 of 4 April 2008)
 (clause 1 substituted by R.416 of 17 April 2009)
 (clause 1 substituted by R.1183 of 18 December 2009)
 (clause 1 substituted by R.677 of 26 August 2011)

SPECIAL PROVISIONS

The provisions contained in clause 8(1) to (2) of the Agreement published under Government Notice No. R.1183 of 18 December 2009, (hereinafter referred to as the "Former Agreement") shall apply to employers and employees who are members of the employers' organizations and trade unions.

GENERAL PROVISIONS

The provisions contained in clauses 3 to 7, 8(3) and to 10 of Parts I to IV of the Former Agreement shall apply to employers and employees.

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 2015.

(Period of operation extended by Government Notice R.234 of 1 April 2010)

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);

"apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981 and includes a minor employed on probation in terms of the Act or a trainee in terms of the Atrami Agreement as well as a learner in terms of chapter IV of the Skills Development Act, No.97 of 1998;
 (substituted by G.N. R.156 of 24 February 2006)

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

"Electrical Contracting Industry" means the industry in which employers and their employees are associated for any or all of the following:

- (a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent part of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building or structure is used, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

"Electrical Engineering Industry" means the industry in which employers and their employees are associated for any one or more of the following:

- (a) The manufacture and/or assembly from component parts of electrical equipment, namely generators, motors, convertors, switch and control gear (including relays, contractors, 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 including, but not limited to, television, and further, incandescent lamps and electric cables and domestic electrical appliances, and also includes the manufacture of component parts of the aforementioned equipment;
- (b) subject to paragraph (c) hereunder, the installation, maintenance, repair and service of the equipment referred to in paragraph (a) above in the Provinces of the Transvaal and Natal, but does not include the Electrical Contracting Industry;
- (c) the installation, maintenance, repair and service of television sets and monitors, excluding the installation, maintenance, repair and service of such 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;

"employee", in relation to Part II of this Agreement, and read with section 198 of the Act and the definition of "employee" in terms of section 1 of the Basic Conditions of Employment Act, 1997 means:

- (i) any person employed or engaged in the Iron, Steel, Engineering and Metallurgical Industries whose wages are scheduled in the Agreements listed in paragraphs (a), (b) and (c) hereof, or, if any of the said Agreements have expired, were scheduled therein.
- (ii) Apprentices, trainees and watchmen, irrespective of their wages rates.
- (iii) Persons engaged in operative processes whose wage rates may not be scheduled in the Agreements listed in paragraphs (a), (b) and (c) hereof.

- (iv) In relation to Part III of the Agreement, subject to any definition of "employee" contained in any agreement administered by the Council in terms of section 31 and 32 of the Act, means any person who is employed by or who works for any employer and who receives or is entitled to receive any remuneration.
- (v) Any other person who in any manner assists in the carrying on or conducting of the business of the employer; and "employed" and "employment" have corresponding meanings:
- (vi) Administrative staff (including those employed by employers who are not parties to the Council but fall within the Scope of Registration of the Council) in respect of the dispute resolution levy set out at subclause 5(3)(c) hereunder.
(definition of "employee" amended by R.683 of 27 July 2001)

(a) The following Agreements published in terms of section 32 of the Act:

- (i) Main Agreement published under Government Notice No. R. 404 of 31 March 1998, including any succeeding Main Agreement;
- (ii) Lift Engineering Agreement published under Government Notice No. R. 405 of 31 March 1998, including any succeeding Lift Engineering Agreement.

(b) The Agreements concluded in terms of section 31 of the Act, applicable and relating to the following establishments:

Billiton Aluminium S.A. (Pty) Limited

Samancor:Metalloys Limited

Samancor:

Ferrometals Limited
Middelburg Ferrochrome
Palmiet Ferrochrome

Manganese Metal Company (Pty) Limited

Nelspruit
Krugersdorp

Iscor Limited

Pretoria
Vanderbijlpark
Newcastle
Vereeniging

Feralloys Limited:

Cato Ridge
Machadodorp

Columbus Joint Venture

Highveld Steel and Vanadium Corporation Limited

Hulett's Aluminum Limited:

Pietermaritzburg
Cape Town
Olifantsfontein

USKO Limited:

Cape Town Iron and Steel Works (Pty) Limited
 Atlantis Diesel Engines (Iffy) Limited
 Rotek Industries (Pty) Limited

- (c) Any other Agreements relating to the Iron, Steel, Engineering and Metallurgical Industries concluded in terms of section 31 and 32 of the Act subsequent to the coming into operation of this Agreement,

"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.

(substituted by R.646 of 30 June 2000)

"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 metalwork, 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; and

"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 as to be the greater part in value of such alloy;

"Iron, Steel, Engineering and Metallurgical Industries" means the industries concerned with:

- (a) the production of iron and/or steel in the Republic of S.A.;
- (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 in the Republic of South Africa;
- (c) the General Engineering and Manufacturing Engineering and Metallurgical Industries in the Republic of South Africa.
- (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 in the Republic of South Africa;
- (e) the Electrical Engineering Industry as hereinafter defined;
- (f) the Lift and Escalator Industry in the Republic of South Africa;
- (g) the plastics Industry in the Republic of South Africa.

(substituted by G.N R.156 of 24 February 2006)

"law" includes the common law;

"Lift and Escalator Industry" means the industry concerned with the manufacture and/or assembly and/or installation and/or repair of electrical lifts and escalators;

"Locksmithing Trade" means the trade in which employers and their employees are associated for the opening and closing of locks for others by means other than with the keys normally used; the repair, replacement, rebuilding or adjustment of locks and their mechanical parts; the manufacture, by non-repetitive methods, of parts designed for use in locks; and the cutting of keys, but excluding the manufacture of locks and keys;

"machine" means any appliance, irrespective of the material of which it is made, but does not include an agricultural tractor;

"metal goods" does not include agricultural tractors;

"Motor Industry" means (subject to the provisions of any demarcation determinations made in terms of section 76 of the Labour Relations Act, 1956, and/or section 62 of the Labour Relations Act, 66/1995”.

- (a) 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) electrical equipment connected with motor vehicles, Including radios;
- (b) automotive engineering;
- (c) repairing, vulcanising and/or retreading tyres;
- (d) repairing, servicing and reconditioning batteries for motor vehicles;
- (e) the business of parking and/or storing motor vehicles;
- (f) the business conducted by filling and/or service stations;
- (g) the business carried on mainly or exclusively for the sale of motor vehicles or of 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 part of an establishment in which the assembly or repair of motor vehicles, is carried on;
- (h) the business of motor graveyards;
- (i) the business of assembly establishments;
- (j) the business of manufacturing establishment in which motor vehicle parts and/or spares and/or accessories and/or components thereof are manufactured;
- (k) 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 establishments dismantle and repair motor vehicles or not;

"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 27 273 kilograms or over, or aircraft; and

"vehicle body building" means any or all of the following activities carried on in a vehicle body building establishment:

- (a) The construction, repair or renovation of cabs and/or bodies and/or any superstructure, for any type of vehicle;
- (b) the manufacture and/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;
- (c) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;
- (d) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;
- (e) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or superstructures;
- (f) building trailers, excluding the manufacture of wheels or axles therefor;
- (g) all operations incidental to or consequent upon the activities referred to in paragraphs (a) to (f); and for the purposes of this definition, "Vehicle" does not include an aircraft;

"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;
- (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 manufacture 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,.
 - (iii) equipment designed for use in factories and/or workshops:

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

- (iv) motor vehicles 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;

"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 of articles 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.” (definition substituted by R.191 of 11 March 2005)

"plastics" means any one of the group of materials which consist of or contain 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 have 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 multifilament fibres and other activities falling under the scope of the National Textile Bargaining Council;" (definition of "plastics" substituted by R191 of 11 March 2005)

"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, Aliwal North, Barkly East, Bizana, Butterworth, Cala, Cathcart, Cofimvaba East London, Elliot, Engcobo, Flagstaff, Hoffmeyer, Idutywa, Indwe, Keiskama-hoek, Kentani, King William's Town, Kwabhaca, Lady Grey, Libode, Lusikisiki, Maclear, Matatiele, Mdantsane, Middeltdrift, 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.

"Region D" means the following magisterial districts in the Eastern Cape Province: Aberdeen, Adelaide, Albany, Alexandra, Bathurst, Bedford, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg, Pearston, Port Elizabeth, Somerset East, Steytlerville, Steynsburg, Uitenhage, Venterstad and Willowmore and the following magisterial districts in the Western Cape Province:

Calitzdorp, Murraysburg, Oudtshoorn, Uniondale, 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, Coligny, 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 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, Coligny, 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. (definitions of Regions substituted by G.N R.377 of 4 May 2007)

"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:

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;

"Watchman's work" means guarding and/or patrolling property and/or premises;

"Welding electrodes" means any flux-coated or cored filler metal made from ferrous or non-ferrous material in stick or continuous form used in electric arc welding.

4. OBJECTS

The objects 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.

PART II

5. 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 R1.72. The equivalent monthly payment is R7.45 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 62 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 R2.68 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 R175 per month, the employer shall make up the amount to R175 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."

(Clause 5 substituted by Government Notice R.677 of 26 August 2011)

PART III

6. REGISTRATION

- (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, and also the number of employees employed: 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 subclause;
 - (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 subclause (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 subclause (1) above.
- (3) The requirements of subclauses (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 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 premises, examine records and question the employer and/or his employees in any manner that he deems appropriate: Provided that such rights shall be exercised only as is reasonable required for the purpose of enforcement of, or monitoring compliance with the Agreement.
- (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 Labour Relations Act, 1995.
- (3) A designated agent shall have the powers set out in sections 33 and 33A of the Act and in Schedule 10 of the Act".
(item (3) inserted by G.N. R.156 of 24 February 2006)

9. EXEMPTIONS

1. General

- (a) Any person bound by this Agreement may apply for exemption.
- (b) The authority of the Council is to consider applications for exemptions and grant exemptions.
- (c) Where additional and/or outstanding information is requested in respect of an exemption application and such information is not received within a period of 90 days the applicant shall be informed that the application will lapse.
(subclause (c) inserted by G.N. R.572 of 2 May 2003)

2. Fundamental principles for consideration

- (a) All applications must be in writing and fully motivated and sent to the Regional Office of the Council for the area in which the applicant is located.
- (b) In scrutinising an application for exemption the Council will consider the views expressed by the employer and the workforce, together with any other representations received in relation to that application.
- (c) The employer must consult with the workforce, through a trade union representative or, where no trade union is involved, with the workforce itself, and must include the views expressed by the workforce in the application.
Where the views of the workforce differ from that of the employer, the reasons for the views expressed must be submitted with the application.
Where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application.

- (d) The exemption shall not contain terms that would have an unreasonably detrimental effect on the fair, equitable and uniform application of this Agreement in the Industry.
- (e) An application for exemption shall not be considered if the contents of the application are covered by an arbitration award binding the applicant.

3. *Urgent applications*

- (a) In cases of urgent applications, details may be faxed or delivered to the Council in the region where the applicant is located.
- (b) The Council or Chairperson and Vice Chairperson will consider the application, make a decision and communicate that decision to the applicant without delay.
- (c) The applicant is expected to put forward a substantive explanation as to the urgency of the application.

4. *Process*

- (a) The Council shall issue to every person to whom exemption has been granted an exemption licence, setting out the following:
 - (i) the full name of the person or enterprise concerned;
 - (ii) the provisions of this Agreement from which the exemption has been granted;
 - (iii) the conditions subject to which exemption is granted;
 - (iv) the period of the exemption;
 - (v) the date from which the exemption shall operate; and
 - (vi) the area in which the exemption applies.
- (b) The Council shall ensure that –
 - (i) all exemption licences issued are numbered consecutively;
 - (ii) an original copy of each licence is retained by the Council;
 - (iii) a copy of the exemption licence is sent to the applicant.
- (c) Unless otherwise specified in the licence of exemption, any exemption from this Agreement shall be valid only in the region of the Council in which the application was made.
- (d) The Council may withdraw the exemption at its discretion.

5. *Appeals*

- (a) An independent body, referred to as the Independent Exemptions Appeal Board (the Board) shall be appointed and shall consider any appeal against an exemption granted or refused by the Council, or a withdrawal of an exemption in respect of parties and non-parties.
- (b) The Council Secretary shall, on receipt of an appeal against a decision of the Council, submit it to the Independent Exemptions Appeal Board for consideration and finalisation.
- (c) In considering an appeal the Board shall consider the recommendations of the Council, any further submissions by the employer and employees shall take into account the criteria set out above and also any other representations received in relation to the application.

- (d) Should the appeal be successful an exemption shall be issued in terms of clause 9 (4)(a) and (b) above and shall be subject to clause 9 (4)(c) and (d).
(subclause 5 substituted by R.572 of 2 May 2003)

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 (published under Government Notice No. R.836 in Government Gazette 29122 dated 18 August 2006).
(Clause 10 substituted by Government Notice R.370 of 4 April 2008)

Thus signed at Johannesburg, for and on behalf of the parties, this 3rd day of May 2011.

A. Hlakudi
President

J. Kemble
Vice President

A. Smith
Chief Executive Officer