

**METAL AND ENGINEERING INDUSTRIES  
BARGAINING COUNCIL**

**CONSOLIDATED  
COLLECTIVE BARGAINING  
LEVY AGREEMENT**

Compiled and edited by the Metal and Engineering Industries Bargaining Council, Tel: (011) 639-8000

4 April 2008

## **SCHEDULE**

### **METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL**

#### **CONSOLIDATED COLLECTIVE BARGAINING LEVY COLLECTIVE AGREEMENT**

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

Association of Electrical Cable Manufacturers of South Africa

Association of Metal Service Centres of South Africa

Babelegi Metal Industries Association

Border Industrial Employers' Association

Bright Bar Association

Cape Engineers' and Founders' Association

Consolidated Association of Employers of South Africa (CAESAR)

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)

Gate and Fence Association

Hand Tool Manufacturers' Association (HATMA)

KwaZulu-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 South Africa

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. Fastener 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)

S.A. Wire and Wire Rope Manufacturers' Association

**(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

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.**

(Schedule substituted by R.368 of 4 April 2008)

## 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.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to-
  - (a) the production of iron and/or steel and/or ferro-alloys;
  - (b) 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;
  - (c) 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;
  - (d) 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;
  - (e) the Venetian Blind and Allied Products' Manufacturing Industry in the Province of the Transvaal;
  - (f) 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;
  - (g) 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;
  - (h) 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;
  - (i) 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;

- (j) 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.
- (k) the manufacture of aluminium sheet and/or foil, and interrelated operations
- (l) the manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining.
- (m) the undertaking of Billiton Aluminium S.A. (Pty) Ltd, in the magisterial District of Lower Umfolozi.

(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 learners in accordance with the provisions of the Skills Development Act 97/1998, 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 and/or learners in accordance with provisions of the Skills Development Act 97/1998.
- (4) Clauses 1(1) (b) and 2 and the Special Provisions of this Agreement shall not apply to employers and employees who are not members of the employer's organisations and trade unions, respectively. (scope amended by Government Notice R.355 of 15 April 2005)  
(Scope substituted by R.368 of 4 April 2008)

### **SPECIAL PROVISIONS**

The provisions contained in clause 6 of the Agreement published under Government Notice R.340 of 13 April 2006 (hereinafter referred to as "the former Agreement") shall apply to employers and employees.

### **GENERAL PROVISIONS**

The provisions contained in clauses 3 to 5 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 December 2012. (extended by Government Notice R.1125 in Government Gazette No. 30514 dated 30 November 2007)

### 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.340 of 13 April 2006)

**"Collective Bargaining Levy"** means the fee as set out in Clause 4 of this Agreement.

**"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 this Agreement, 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) and (b) 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) and (b) hereof.
- (iv) In relation to 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:
  - (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) 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.

**"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.340 of 13 April 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.
- (a) the business conducted by filling and/or service stations.
- (b) 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.
- (c) 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.
- (l) 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."

**'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".

(definition of "plastic" substituted by Government Notice R.355 of 15 April 2005).

**"Region A"** means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (CP), Hermanus, Hopefield (CP), Knysna, Kuils River, Ladismith (CP), Laingsburg, Malmesbury, Mitchells Plain, Montagu, Moorreesburg, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Cape Regional Council), PO. Box 6096, Roggebaai, 8012; or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001.

**"Region B"** means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stutterheim, Tarkastad and Wodehouse, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Border Regional Council), P.O. Box 13162, Vincent, 5217; or First Floor, 12 St Georges Road, Southernwood; 5201.

**"Region C"** means the Province of Natal, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Natal Regional Council), P.O. Box 5900; Durban, 4000; or 14<sup>th</sup> Floor, Mercury House, 329 Smith Street, Durban, 4001.

**"Region D"** means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (CP), Murraysburg, Noupoort, Oudtshoorn, Pearson, Port Elizabeth, Richmond (CP), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Midlands Regional Council), P.O. Box 12848, Centrahill, 6006; or First Floor, 30 Pearson Street, Central, Port Elizabeth, 6001.

**"Region E"** means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000; or 1<sup>st</sup> Floor, Union Corporation Building, 77 Marshall Street, Johannesburg, 2001.

**"Region F"** means the Province of the Orange Free State, and includes the Magisterial District of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Douglas, Gordonias, Griekwastad, Hartswater, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton, in the Cape Province, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460; or 136 Constantia Road, Dagbreek, 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.

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. COLLECTIVE BARGAINING LEVY

##### A. EMPLOYEES

- (1) Subject to provisions of this clause a levy, to be known as a collective bargaining levy shall be deducted by employers from the wages of all employees who are employed in the Industry on scheduled activities covered by the Metal and Engineering Industries Bargaining Council Agreements and who are not members of a trade union which is a party to the Metal and Engineering Industries Bargaining Council.

The object of this Agreement is to ensure that all employees who receive the benefits of collective bargaining contribute towards its costs.

Despite the provisions of any law or contract, an employer may deduct the agreed fee from the wages of an employee without the employee's authorization.

- (2) Any existing agency shop agreement at company level shall be superceded by this agreement.
- (3) The collective bargaining levy shall be equivalent to 1% (one per centum) of the employees weekly wage.
- (4) “(i) Every employer shall complete the collective bargaining levy return form and return it together with the amount payable each month, to reach the Council at its Central Funds Collection Office (CEFCO), 2<sup>nd</sup> Floor, Metal Industries House, 42 Anderson Street, Johannesburg by no later than close of business on the 7<sup>th</sup> day of the subsequent month”.
- (ii) The employer uses the postal services, courier service of 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) The Council shall deposit all monies received in terms of sub-clause (4) into a separate bank account administered by the Council.
- (6) The Secretary of the Council shall, not later than the 10<sup>th</sup> day of each month, transmit to the trade unions which are party to the Council in proportion to the number of members of each trade union the collective bargaining levies received by the Council during the preceding month and the unions shall, on receipt, pay such amounts into a separate account administered by the respective unions.

- (7) The levy may not be used -
- (a) To pay an affiliate fee to a political party.
  - (b) To make a contribution in cash or kind to a political party or a person standing for election to any political office, or
  - (c) For any expenditure that does not advance or protect the socio-economic interests of employees.
- (8) A change in the collective bargaining levy shall be implemented by the employer in the pay period following receipt of the notification from the Council and shall not be retrospective.
- (9) The collective bargaining levy shall be deducted by an employer for as long as the party unions represent a majority of the employees covered by this Agreement.
- (10) Employees who are not members of the party trade unions are not required or compelled to become members of those trade unions.
- (11) The provisions of sections 98 and 100(b) and (c) of the Act apply, read with the changes required by the context, to the separate accounts referred to in subsection (5).”  
(Clause 4A substituted by Government Notice R.368 of 4 April 2008)

## **B. EMPLOYERS**

- (13) Every employer who is not a member of an employer’s organisation party to the Metal and Engineering Industries Bargaining Council (a non-party employer) who is engaged in the industry as defined, shall pay a monthly collective bargaining levy to the Council in an amount calculated in terms of subclause (14).
- (14) The amount of the monthly collective bargaining levy is R185 (one hundred and eighty five rand) per month.  
(Clause 4(B) substituted by Government Notice R.368 of 4 April 2008)
- (15) (i) Every non-party employer shall complete the collective bargaining levy return form and return it together with the amount payable each month in terms of sub-clause (i) hereof together with a statement in such form as may be specified from time to time, to reach the Council at its Central Funds Collection Office (CEFCO), 2<sup>nd</sup> Floor, Metal Industries House, 42 Anderson Street, Johannesburg by no later than close of business on the 7<sup>th</sup> day of the subsequent month.”  
(substituted by G.N. R.340 of 13 April 2006)
- (ii) The non-party employer uses the postal services, courier service 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 – inquiries to be directed to the Financial Manager at the above address or (011) 870-2000.

- (16) The Secretary of the Council shall, not later than the 10<sup>th</sup> day of each month, transmit to the employers organisation or such other body as these employer organisations may nominate, in proportion to the members of each employers organisation the total of the collective bargaining levies received by the Council during the preceding month and the employers organisations or such other body as the employer organisations may nominate shall, on receipt, pay such amounts into a separate account administered by the respective employer organisations.
- (17) The levy may not be used –
- (a) to pay an affiliation fee to a political party.
  - (b) to make a contribution in cash or kind to a political party or a person standing for election to any political office, or
  - (c) for any expenditure that does not advance or protect the socio-economic interests of employees.
- (18) The provisions of sections 98 and 100 (b) and (c) of the Act apply, read with the changes required by the context, to the separate accounts referred to in subsection (16).

## **5: EXEMPTIONS**

- 1
  - (a) Any person bound by this Agreement may apply for exemption from the provisions of this Agreement.
  - (b) Such exemptions shall be considered by a national exemptions committee to be established for this purpose.
2. ***Fundamental principles for consideration***
  - (a) All applications must be in writing and fully motivated and sent to the Head Office of the Council.
  - (b) In scrutinising an application for exemption the national committee will consider the views expressed, together with any other representations received in relation to that application.
3. ***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.

#### **4. Appeals**

- (a) The Council Secretary will on receipt of an appeal against a decision of the Council submit it to the Independent Exemptions Appeal Board for consideration and finalisation.
  - (b) An independent body, referred to as the Independent Exemptions Appeal Board (the Board), is hereby appointed and shall consider, any appeal against an exemption granted or refused by the Council, or a withdrawal of an exemption.
  - (c) In considering an appeal the Board shall consider the recommendations of the Council, any further submissions by the employer and the workforce or their respective employee organisations or trade unions and 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 granted a licence of exemption shall be issued in terms of subclause (3)(a) and (b) above and shall be subject to subclauses (3)(c) and (d) above.
- (5) The provisions of section 25(4)(b) of the Labour Relations Act shall apply to any conscientious objector.  
(clause 5 substituted by R.1414 of 10 October 2003)

### **6. 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 Collective Agreement published under Government Notice R836 in Government Gazette 29122 dated 18 August 2006".  
(Clause 6 substituted by Government Notice R.368 of 4 April 2008)



## 7: 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 be exercised only as is reasonably 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. (Clause 7 inserted by G.N. R.1414 of 10 October 2003).

Thus signed at Johannesburg, for and on behalf of the parties, this 4<sup>th</sup> day of February 2008

L MTHIYANE  
Member

L TRENTINI  
Member

A SMITH  
Chief Executive Officer