

REPUBLIC  
OF  
SOUTH AFRICA



REPUBLIEK  
VAN  
SUID-AFRIKA

# Government Gazette Staatskoerant

*Regulation Gazette*

**No. 6178**

*Regulasiekoerant*

Vol. 395

PRETORIA, 8 MAY 1998  
MEI

**No. 18884**

## GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

### DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

**No. R. 651**

**8 May 1998**

LABOUR RELATIONS ACT, 1995

#### METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF REGISTRATION AND ADMINISTRATION EXPENSES

#### COLLECTIVE AGREEMENT TO NON-PARTIES

I, Tito Titus Mboweni, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Metal and Engineering Industries Bargaining Council and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from **18 May 1998** and for the period ending 31 March 2000.

**T. T. MBOWENI**

**Minister of Labour**

No. R. 651

8 Mei 1998

## WET OP ARBEIDSVERHOUDINGE, 1995

**METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN REGISTRASIE- EN ADMINISTRASIEFONDS****KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die kollektiewe ooreenkoms wat in die Bylae hiervan verskyn, en wat in die Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 18 Mei 1998 en vir die tydperk wat op 31 Maart 2000 eindig.

**T. T. MBOWENI****Minister van Arbeid**

*Nota: 'n Afrikaanse vertaling van die ooreenkoms by die Engelse kennisgewing sal so gou as doenlik in die Staatskoerant gepubliseer word.*

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

	<i>Pages</i>
<b>PART I</b>	
1. Scope of Application of Agreement .....	3
2. Period of Operation of Agreement .....	4
3. Definitions .....	4
4. Objects .....	9
<b>PART II</b>	
5. Contributions .....	9
<b>PART III</b>	
6. Registration .....	10
<b>PART IV</b>	
7. Administration .....	10
8. Agents .....	10
9. Exemptions .....	10
10. Resolution of Disputes .....	11

**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**

**Border Engineering Industries' Association**

**Bright Bar Association**

**Cape Engineers' and Founders' Association**

**Constructional Engineering Association (South Africa)**

**Covered Conductor Manufacturers' Association**

**Electrical Engineering and Allied Industries' Association**

**Electronics and Telecommunications Industries' Association**

**Ferro Alloy Producers' Association**

**Gate and Fence Association**

**Hand Tool Manufacturers' Association (HATMA)**

Iron and Steel Producers' Association of South Africa  
 Lift Engineering Association of South Africa  
 Light Engineering Industries' Association of South Africa  
 Materials Handling Association  
 Natal Engineering Industries' Association  
 Non-Ferrous Metal Industries' Association of South Africa  
 Plastics Manufacturers' 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. Association of Shipbuilders and Repairers  
 S.A. Electro-Plating Industries' Association  
 S.A. Engineers and Founders' Association  
 S.A. Fasteners Manufacturers' Association (SAFMA)  
 S.A. Refrigeration and Air-Conditioning Contractors' Association (SARACCA)  
 S.A. Pump Manufacturers' Association  
 S.A. Reinforced Concrete Engineers' Association  
 S.A. Tube Makers' Association  
 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

National Employees' Trade Union  
 National Union of Metalworkers of South Africa  
 Metal and Electrical Workers' Union of S.A.  
 Mineworkers' Union  
 Radio, Television, Electronics and Allied Workers' Union  
 S.A. Electrical Workers' Association  
 S.A. Workers' Union  
 Steel, Engineering and Allied Workers' Union of South Africa (SEAWUSA)

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

## **PART I: GENERAL**

### **1. SCOPE OF APPLICATION OF AGREEMENT**

(1) Any reference in this Agreement to the Republic of South Africa and/or the Provinces of the Cape of Good Hope, the Transvaal, Natal and the Orange Free State shall be deemed to be a reference to the Magisterial Districts of those areas and/or provinces as they existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), and except as otherwise provided in this clause, 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 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;



- (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;
  - (d) the Venetian Blind and Allied Products' Manufacturing Industry in the Province of the Transvaal;
  - (e) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;
  - (f) the Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;
  - (g) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;
  - (h) the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;
  - (i) (i) the manufacture by mass production methods from sheetmetal of a gauge not heavier than 2,108 mm of—
    - (aa) commercial, plain, or lithographed containers for the packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;
    - (ab) bottle, jar and other container closures;
    - (ac) plain or lithographed metal toys;
    - (ad) plain or lithographed display tablets;
  - (ii) the manufacture of plain or lithographed rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" shall mean a container; and for the purposes of subparagraphs (i) and (ii), a "container" shall mean a plain or lithographed article designed for the packaging, for transport or sale of products, and capable of being closed by means of a lid or cap or any other type of closure;
  - (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.
- (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 8 of this Agreement shall not apply to employers and employees who are not members of the employer's organisations and trade unions, respectively.

## 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 2000.

## 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 recognised by the Council, or a contract of apprenticeship registered under the Manpower Training Act, 1981;

**"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, means 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, and includes apprentices, trainees and watchmen, irrespective of their wages rates, and persons engaged in operative processes whose wage rates may not be scheduled in the Agreements listed in paragraphs (a), (b) and (c) hereof; and, 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, and 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) The Agreements concluded in terms of section 31 of the Act, applicable and relating to the following establishments:

Alusaf (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 Aluminium Limited:**

Pietermaritzburg  
Cape Town  
Olifantsfontein

**USKO Limited:**

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

(3) 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;

**"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 Province of the Transvaal and the Magisterial District of Newcastle, Durban, Camperdown and Kulls River;
- (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 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

**"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—

- (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 manufacture of articles or parts of articles wholly or mainly from plastic, but does not include the manufacture of the following articles made from plastic sheeting material, namely wearing apparel, bags and handbags, boots, shoes, overshoes, upholstery coverings and plastic Venetian blinds; and

**"plastic"** means any one of the group of materials that consists of or contains as an essential ingredient an organic substance of a large molecular weight 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;

**"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), P.O. 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 Fifth Floor, Perm Building (Bay Passage entrance), 343 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, Noupoot, 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 Engineering Industrial Council House, 5 Andrea Road, Reuven, Booysens, Johannesburg, 2091;

**"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, Gordonia, 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 Offices 39-41, Shoprite Centre, corner of Arrarat and Heeren Streets, 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. 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 this Agreement), except—

- (a) apprentices;
- (b) minors during their pre-apprenticeship period or during their subsequent apprenticeship period.

(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 the following:

- (i) 27 cents per week in respect of employees engaged on work classified below Rate DD in terms of the Main Agreement or, where such classification is not applicable, in receipt of an hourly rate of R10,50 or less;
- (ii) 49 cents per week in respect of employees engaged on work classified at Rate DD or above in terms of the Main Agreement or, where such classification is not applicable, in receipt of an hourly rate in excess of R10,50.

(b) To the amounts deducted in terms of paragraph (a) hereof, the employer shall add an equal amount and forward the total sum to the Council each month.

(4) In any establishment in which the total amount payable to the Council in terms of subclause (3) hereof amounts to less than R27 per month, the employer shall make up the amount to R27 and forward that amount to the Council each month.

(5) The amount 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, shall be forwarded to the council by not later than the 15th day of the month immediately following and shall be addressed to: The Financial Manager, Metal and Engineering Industries Bargaining Council (Central Funds Collection Office), P.O. Box 61474, Marshalltown, 2107; or Metal Industries House, Second Office Level, 42 Anderson Street, Johannesburg, 2001.

(6) Regardless of whether any amount is payable to the Council in terms of this clause, every employer shall, not later than the 15th 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 15th 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 15th 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 rate 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 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.

### 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.

#### 9. EXEMPTIONS

##### (1) *Exemption and Arbitration Board*

An independent body, referred to as the Exemption and Arbitration Board (the Board), is hereby appointed and shall consider and determine all applications for exemption received by the Council, in accordance with the criteria set out in subclause (3) below.

##### (2) *Administration*

- (a) Any person bound by this Agreement may apply for exemption from any provision of this Agreement.
- (b) An application for exemption shall be in writing, fully motivated, and sent to the manager of the Council's regional office for the area in which the applicant is located.
- (c) An employer applicant shall consult with the workforce through its trade union representatives (or, where there are no trade union representatives, with the workforce itself) as to the need for the exemption and its effect on the employees, and shall include in the application the views expressed by the workforce in this regard.



- (d) An application for exemption shall not be considered if the contents of the application is covered by an arbitration award binding the applicant.
- (e) The Council shall issue to every person to whom exemption has been granted by the Board, 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.
- (f) 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.
- (g) 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.
- (h) The Board may, on good cause shown, give the holder of an exemption licence 30 days' notice of withdrawal of the exemption.

(3) *Process and criteria*

- (a) In considering an application for exemption, the Board shall consider the recommendations of the Council, the views expressed by the employer(s) and the workforce, any other representations received in relation to that application and the possible effect of the exemption on competitors.
- (b) The exemption may not contain terms that would have an unreasonably detrimental effect in the fair, equitable and uniform application of this Agreement in the industry.

# 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 Collective Agreement published under Government Notice No. R. 406 of 31 March 1998.

Thus signed at Johannesburg, for and on behalf of the parties, this 6th day of March 1998.

**W. P. COETZEE**

**Vice-Chairman**

**D. A. CARSON**

**Member**

**C. DEMETROPULO**

**Acting Secretary**

**No. R. 652**

**8 May 1998**

LABOUR RELATIONS ACT, 1995

## METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF PROVIDENT FUND COLLECTIVE AGREEMENT TO NON-PARTIES

I, Tito Titus Mboweni, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Metal and Engineering Industries Bargaining Council and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from **18 May 1998** and for the period ending 30 April 2001.

**T. T. MBOWENI**

**Minister of Labour**

No. R. 652

8 Mei 1998

## WET OP ARBEIDSVERHOUDINGE, 1995

**METAAL- EN INGENIEURSNIYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN VOORSORGFONDS  
KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die kollektiewe ooreenkoms wat in die Bylae hiervan verskyn, en wat in die Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van **18 Mei 1998** en vir die tydperk wat op 30 April 2001 eindig.

**T. T. MBOWENI****Minister van Arbeid**

*Nota:* 'n Afrikaanse vertaling van die ooreenkoms by die Engelse kennisgewing sal so gou as doenlik in die *Staatskoerant* gepubliseer word.

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL****BARGAINING COUNCIL****PROVIDENT FUND COLLECTIVE AGREEMENT FOR THE METAL INDUSTRIES****TABLE OF CONTENTS****Pages**

1.	Scope of Application of Agreement .....	13
2.	Period of Operation of Agreement .....	14
3.	Definitions .....	14
4.	Continuation of the Fund .....	16
5.	Membership .....	16
6.	Contributions .....	17
7.	Administration .....	18
8.	Agents .....	18
9.	Exemptions .....	18
10.	Dispute Resolution .....	19
11.	Exhibition of Agreement .....	19
12.	Termination of employment of members .....	19

**ANNEXURE A****SCHEDULE****METAL AND ENGINEERING INDUSTRIES****BARGAINING COUNCIL****PROVIDENT FUND COLLECTIVE AGREEMENT FOR THE METAL INDUSTRIES**

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****Border Engineering Industries' Association****Cape Engineers' and Founders' Association****Constructional Engineering Association (South Africa)****Covered Conductor Manufacturers' Association****Electrical Engineering and Allied Industries' Association****Electronics and Telecommunications Industries' Association****Gate and Fence Association****Hand Tool Manufacturers' Association (HATMA)****Iron and Steel Producers' Association of South Africa****Lift Engineering Association of South Africa**

**Light Engineering Industries' Association of South Africa**  
**Materials Handling Association**  
**Natal Engineering Industries' Association**  
**Non-Ferrous Metal Industries' Association of South Africa**  
**Plastics Manufacturers' Association of South Africa**  
**Port Elizabeth Engineers' Association**  
**Pressure Vessel Manufacturers' Association**  
**Radio, Appliance and Television Association of South Africa (RATA)**  
**Refrigeration and Air-conditioning Manufacturers' Association of South Africa**  
**Sheetmetal Industries' Association of South Africa**  
**S.A. Association of Shipbuilders and Repairers**  
**S.A. Electro-Plating Industries' Association**  
**S.A. Engineers' and Founders' Association**  
**S.A. Fasteners Manufacturers' Association (SAFMA)**  
**S.A. Refrigeration and Air-conditioning Contractors' Association (SARACCA)**  
**S.A. Pump Manufacturers' Association**  
**S.A. Reinforced Concrete Engineers' Association**  
**S.A. Tube Makers' Association**  
**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

**Metal and Electrical Workers' Union of South Africa**  
**Mineworkers' Union**  
**National Employees' Trade Union**  
**National Union of Metalworkers of South Africa**  
**Radio, Television, Electronics and Allied Workers' Union**  
**S.A. Electrical Workers' Association**  
**S.A. Workers' Union**  
**Steel, Engineering and Allied Workers' Union of South Africa (SEAWUSA)**

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

### 1. SCOPE OF APPLICATION OF AGREEMENT

(1) Any reference in this Agreement to the Republic of South Africa and/or the Provinces of the Cape of Good Hope, Transvaal, Natal and the Orange Free State shall be deemed to be a reference to the Magisterial Districts of those areas and/or provinces as they existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), and except as otherwise provided in this clause, the terms of this Agreement shall apply to and be observed—

- (a) throughout the Republic of South Africa; and
- (b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions, respectively.

(2) The terms of this Agreement shall not apply to an employer and his employee who are governed by and fall within the scope of application of the Engineering Industries' Pension Fund Agreement (formerly the Metal Industries Group Life and Provident Fund Agreement) in force for the time being.

(3) The terms of this Agreement shall not, subject to subclause (4) below, apply to any employee who on 1 May 1991 was or thereafter became a participant in and member of any fund providing provident and/or pension benefits, which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee, during such period only as such fund continues to operate and both employer and employee are participants therein: Provided that a fund which provides solely for payment of benefits on death shall not be deemed to be a pension or provident fund for the purposes of this Agreement.



(4) Where employers and employees participate in domestic schemes providing provident and/or pension benefits as referred to in subclause (3) above, which at the date of coming into operation of this Agreement do not provide for percentage contributions which, in total, are at least as much as the percentages, in total, specified in clause 6 of this Agreement, a period of six weeks shall be allowed to enable compliance with this requirement subject to any amendment being retroactive to the date of coming into operation of this Agreement.

(5) Clauses 1 (1) (b), 2 and 8 of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 30 April 2001.

## 3. DEFINITIONS

Any expression used in this Agreement that 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 amendments to such Act; further, unless inconsistent with the context—

**"agreement"** means an agreement as defined in the Labour Relations Act, 1995, operative in the Iron, Steel, Engineering and Metallurgical Industries, and shall include any succeeding agreement and/or any extensions and/or amendments thereof, and shall further include any agreement as defined in the said Act if such agreement has expired but was operative at the date of coming into operation of this Agreement or became operative after the date of coming into operation of this Agreement;

**"apprentice"** means an employee serving under a written contract of apprenticeship recognised by the Council or a contract of apprenticeship registered under the Manpower Training Act, 1981, or employed under any pre-apprenticeship arrangement;

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

**"employee"** means an employee, including an apprentice, whose minimum rate of pay is scheduled in any agreement as defined above in the Iron, Steel, Engineering and Metallurgical Industries;

**"establishment"** means any premises wherein or whereon the industrys, or part thereof, as herein defined, is carried on;

**"Executive Committee"** means the Executive Committee of the Council, appointed in terms of its constitution;

**"Fund"** means the Provident Fund for the Metal Industries;

**"Iron, Steel, Engineering and Metallurgical Industries"** means (subject to the provisions of any demarcation determination made in terms of section 76 of the LRA, 1956) the industrys concerned with the production of iron and/or steel and/or 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; 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; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys, and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and/or ships, including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships; and general woodwork undertaken in connection with ship repairs, and includes the Electrical Engineering Industry, the Lift and Escalator Industry and the Plastics Industry, but does not include the Motor Industry;

**"Electrical Engineering Industry"** means the industry, 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 include, but not limited to, television, incandescent lamps, electric cables and domestic electrical appliances, and includes the manufacture of component parts of the aforementioned equipment;
- (b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above in the Provinces of the Transvaal and Natal (excluding any portion of that area falling within the self-governing territory of KwaZulu), but does not include the Electrical Contracting Industry;

**"Electrical Contracting Industry"** means the industry, 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;

**"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;

**"Main Agreement"** means the Agreement published under Government Notice No. R. 404 of 31 March 1998 or any succeeding agreement and includes any amendment, re-enactment or extension thereof, and further includes the Main Agreement during any period that it is expired;

**"Motor Industry"** means the Motor Industry as defined in the Main Agreement of the Metal and Engineering Industries Bargaining Council, published under Government Notice No. R. 404 of 31 March 1998;

**"Pension Fund"** means the Metal Industries Group Pension Fund, established on 7 February 1966 in terms of Government Notice R. 141 of 28 January 1966;

**"pensionable remuneration"** means the actual wages payable to an employee by the employer each week in respect of the ordinary hours worked by such employee in the shifts of the establishment concerned during such week, including monies payable in terms of any agreement or under any law, but excluding amounts paid in respect of overtime, shift and other allowances and holiday leave bonuses, but including amounts paid in respect of overtime hours worked to make up lost ordinary hours, and for the purposes of this definition—

- (a) in the case of a monthly-paid employee, his pensionable remuneration shall be the amount determined as above, converted on the basis that one month equals 4  $\frac{1}{3}$  weeks;
- (b) "shift" means that period of work ordinarily worked by an employee in any period of 24 hours;

**"Permanent Disability Scheme"** means the Permanent Disability Scheme constituted to organise and provide permanent disability benefits for the employees of employers in the group of industries known as the Iron, Steel, Engineering and Metallurgical Industries in the Republic of South Africa and such other industry/industries in the Republic as may from time to time be admitted to participate in the Scheme by the Board of Management in terms of the constitution of the Scheme;

**"Plastics Industry"** means the industry concerned with the manufacture of the articles or parts of articles wholly or mainly from plastic, but does not include the manufacture of the following articles made from plastic sheeting material, viz. wearing apparel, bags and handbags, boots, shoes, overshoes, upholstery coverings and plastic Venetian blinds;

**"plastic"** means any one of the group of materials that consists 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;

**"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 the greater part in value of such alloy;

**"regional council"** means any committee appointed as such by the Council in terms of its constitution;

**"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, Ladimisth (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), P.O. 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 Fifth Floor, Perm Building (Bay Passage entrance), 343 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, Noupoot, Oudtshoorn, Pearston, 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 Pearston 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 Engineering Industrial Council House, 5 Andrea Road, Reuven, Booyens, Johannesburg, 2091;

**"Region F"** means the Province of the Orange Free State, and includes the Magisterial Districts 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, Gordonia, 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 Offices 39-41, Shoprite Centre, corner of Arrarat and Heeren Streets, Welkom, 9459;

**"Scheme"** means the Permanent Disability Scheme as referred to above.

#### 4. CONTINUATION OF THE FUND

(1) The Metal Industries' Provident Fund (hereinafter referred to as the "Fund"), established in terms of Government Notice No. R. 624 of 19 April 1991, is hereby continued.

(2) The Fund shall consist of—

- (a) all monies and assets standing to the credit of the fund as at the date of coming into operation of the Agreement;
- (b) all contributions paid by employers and members in accordance with clause 6 of this Agreement;
- (c) all investment income derived from the investment of any monies of the fund; and
- (d) any other monies to which the fund may become entitled.

#### 5. MEMBERSHIP

(1) Each employee who becomes an employee falling within the scope of this Agreement and or after the date of coming into operation of this Agreement shall be required to choose either to become a member of this Fund or a member of the Engineering Industries' Pension Fund. Such choice shall be made on the date on which he becomes an employee falling within the scope of this Agreement. Membership of the relevant Fund shall commence on that date.

(2) If an employee to whom subclause (1) applies does not choose either to become a member of this Fund or a member of the Engineering Industries' Pension Fund on the date on which he becomes an employee falling within the scope of this Agreement, he shall be required to become a member of either this Fund or the Engineering Industries Pension Fund, depending on his wages, as follows:

- (a) Employees earning in excess of the amount stipulated in the Main Agreement as the minimum wage of an employee in job category DDD shall be deemed to be members of the Engineering Industries' Pension Fund.
- (b) All other employees shall be deemed to be members of this Fund:

Provided that where the Main Agreement has expired, the last reference shall be to the most recently expired Main Agreement.

(3) An employee to whom subclause (1) and/or (2) applies shall be entitled for a period of three months from the date on which he becomes an employee falling within the scope of this Agreement to withdraw from membership of this Fund in order to become a member of the other Fund.

In such case, membership of the Fund to which the employee transfers shall be made retrospective to the date on which contributions commenced to this Fund, and the benefits earned in the name of the employee concerned shall be transferred to the Fund chosen in terms hereof. There shall be no refund of contributions to either the employee or employer.

The right of an employee to transfer membership in terms of this subclause shall terminate on the expiry of the above three-month period.



(4) If an employee who has become a member of this Fund ceases to fall within the scope of this Agreement as a result of his ceasing to be in service in the Industries or as a result of a specific exemption under clause 9 of this Agreement, but subsequently falls within the scope of this Agreement, then—

- (a) if his benefit under this Fund or the Group Pension Fund (prior to 1 May 1991) has been paid out, he shall have the choice provided for in subclause (1);
- (b) if his benefit under this Fund or the Group Pension Fund (prior to 1 May 1991) has not been paid out, he shall not have the choice provided for in subclause (1) but shall automatically become a member of the Fund of which he was previously a member.

(5) If an employee terminated his membership of this Fund or the Engineering Industries' Pension Fund prior to 1 May 1991 and subsequently falls within the scope of this Agreement, or the Engineering Industries Pension Fund Agreement, then regardless of whether or not his benefit under the above funds have been paid out, he shall have the choice provided for in subclause (1).

(6) The provisions of subclauses (2) and (3) shall also apply to an employee referred to in subclauses (4) (a) and (5).

(7) Except as provided in this clause, an employee who remains in service in the Industries and continues to fall within the scope of this Agreement may not withdraw from membership of the Pension Fund or Provident Fund unless unspecifically exempted under clause 9 of this Agreement.

## 6. CONTRIBUTIONS

(1) Contributions, as hereinafter provided for, shall be made by employees and employers as from the date of coming into operation of this Agreement.

(2) Contributions in respect of this Fund and the Metal and Engineering Industries' Permanent Disability Scheme (hereinafter referred to as the "Scheme"):

- (a) The employer shall each week deduct from the earnings of his employees an amount equal to 6,6% of the pensionable remuneration of such employees, being contributions to this Fund as determined in clause 5.
- (b) Contributions calculated in accordance with the provisions of paragraph (a) may, at the discretion of the employer, be deducted from the earnings of any other employees who request in writing to become members of this Fund: Provided that the membership provisions of clause 5 shall *mutatis mutandis* apply to such employees.
- (c) The employer shall pay to the Fund an amount equal to the deductions made from each employee's earnings under paragraphs (a) and (b) which shall be apportioned as follows:
  - (i) an amount equal to 1,5% of the pensionable remuneration of each of the employees concerned shall be paid to the Scheme.
  - (ii) a further amount shall, in the sole discretion of the Board, be allocated by it from time to time towards the costs of administration of the Fund; and
  - (iii) the balance shall be the employer's contribution to the Fund.

(3) No deductions shall be made or contributions paid in respect of periods of absence on unpaid leave, and absences owing to sickness, injury on duty and military service where no payment is due to the employee by the employer in terms of an agreement or under any law.

(4) Every employer in regions A, B, C, D, E and F shall forward the total amount payable each month in terms of subclause (2) to the Council, together with a statement in such form as may from time to time be specified, by not later than the 15th day of the month immediately following and shall be addressed to: The Financial Manager, Metal and Engineering Industries Bargaining Council (Central Funds Collection Office), P.O. Box 61474, Marshalltown, 2107; or Second Office Level, Metal Industries House, 42 Anderson Street, Johannesburg, 2001.

(5) Notwithstanding the provisions of this clause, failure on the part of the employer to make the deduction of employees' contributions which he is required to make shall not be absolve the employer from having to submit the total amount of the employees' contributions and his own contributions to the Council.

(6) All contributions received by the Council shall be paid to the Provident Fund and the Scheme within seven days of receipt of such monies by the Council.

(7) (a) If any amount that falls due in terms of this clause is not received in full by the Council by the 15th 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 that 15th 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 rate as if the amount outstanding were a 'credit transaction' for the purposes of the Act; and 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 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 subclause shall *mutatis mutandis* apply for these purposes.
- (b) For the purposes of this subclause 'the Act' means the Usury Act, 1968.
- (8) In the event of the Council 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.

## 7. ADMINISTRATION

(1) The Fund and the Scheme shall be administered in accordance with their constitutions and rules. Such constitutions and rules shall not be inconsistent with this Agreement or the provisions of the Labour Relations Act, 1995. Copies of the constitutions and rules of the Fund and the Scheme and amendments thereto shall be lodged with the Director-General of Labour.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Boards of Management of the Provident Fund and the Scheme appointed in terms of their constitutions shall take over the functions of the Council in respect of this Agreement, and if for any reason the Boards of Management should be unable or unwilling to perform such duties, the Registrar of Labour Relations may appoint trustees to perform the Council's functions. The Boards of Management or trustees so appointed shall have all the powers vested in the Council for the purposes of this Agreement. Payment (if any) for the services of the trustees shall be borne by the Fund and the Scheme, as the case may be.

## 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 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.

## 9. EXEMPTIONS

### (1) Exemption and Arbitration Board

An independent body, referred to as the Exemption and Arbitration Board (the Board), is hereby appointed and shall consider and determine all applications for exemption received by the Council, in accordance with the criteria set out in subclause (3) below.

### (2) Administration

- (a) Any person bound by this Agreement may apply for exemption from any provision of this Agreement.
- (b) An application for exemption shall be in writing, fully motivated, and sent to the manager of the Council's office for the area in which the applicant is located.
- (c) An employer applicant shall consult with the workforce through its trade union representatives (or, where there are no trade union representatives, with the workforce itself) as to the need for the exemption and its effect on the employees, and shall include in the application the views expressed by the workforce in this regard.
- (d) An application for exemption shall not be considered if the contents of the application are covered by an arbitration award binding the applicant.
- (e) The Council shall issue to every person to whom exemption has been granted by the Board 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.

(f) 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.

- (g) Unless otherwise specified in the exemption licence, any exemption from the Agreement shall be valid only in the region of the Council in which the application was made.
- (h) The Board may, on good cause shown, give the holder of an exemption licence 30 days' notice of withdrawal of the exemption.

(3) *Process and criteria*

- (a) In considering an application for exemption, the Board shall consider the recommendations of the Council, the views expressed by the employer(s) and the workforce, and other representations received in relation to that application and the possible effect of the exemption on competitors.
- (b) The exemption shall not contain terms that would have an unreasonably detrimental effect in the fair, equitable and uniform application of this Agreement in the industry.

### 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. 406 of 31 March 1998.

### 11. EXHIBITION OF AGREEMENT

Every employer shall affix and keep in some conspicuous place upon his premises, a copy of this Agreement, in legible characters.

### 12. TERMINATION OF EMPLOYMENT OF MEMBERS

On termination of employment of a member of the Fund his employer shall complete the details on a form as specified in Annexure A to this Agreement and hand it to the member.

**Supplies of the specified forms are available from the regional councils.**

The employer shall be required to maintain a permanent record of the permanent home address of the member.

## ANNEXURE A

### METAL INDUSTRIES' PROVIDENT FUND

(Form to be completed by employer and handed to members of the Metal Industries' Provident Fund on termination of employment.)

#### *Member's Rights to Benefits:*

1. A lump sum benefit on retirement at the age of 65 or later, or on early retirement from the age of 55 up to 65.
2. A permanent disability benefit owing to permanent disability/incapacity in terms of the rules of the Provident Fund and the rules of the Permanent Disability Scheme.
3. Death benefits: A lump sum benefit as if the member had retired on date of death PLUS a lump sum of three years' salary on—

- (a) death in service of a contributing member before the age of 65;
- (b) death before the age of 65 where death occurs within six weeks of ceasing employment, if ex-member was unemployed for such period and had been a member of the Fund for a consecutive period of not less than two years prior to such unemployment;
- (c) death before the age of 65 where death occurs within six months of ceasing employment owing to sickness or a works accident, and ex-member was unemployed owing to such sickness or works accident until the date of death.

**Note:** The lump sum of three years' salary is reduced if the member or ex-member first joined the Fund after the age of 55. The benefit is then based on the period of membership.

4. A lump sum benefit on retrenchment/redundancy, before the age of 65, as if the member had retired on date of retrenchment/redundancy. The Fund will aim to pay the benefit within six weeks after cessation of service in the industries: Provided that the member has not returned to employment in the industries within that period.
5. A lump sum on ceasing service in the industries for reasons other than in (1) to (4) above. The lump sum is a refund of the member's own contributions, PLUS interest, PLUS a share of the employer's contributions, less costs, according to length of continuous service, and is payable not less than eight weeks after the cessation of service in the industries.



**To be completed by employer:**

- (a) Name of employee (surname first) .....
- (b) ID/Ref. No. .... Works No. ....
- (c) Period of service (from) ..... (to) .....
- (d) Reason for termination of employment:
- Retrenchment
  - Redundancy
  - Resignation
  - Permanent disability/incapacity
  - Other
- (e) In cases of retrenchment and/or redundancy, state name of regional council and date on which notification of retrenchment was given under clause 35 of the Main Agreement:
- Regional Council:
- Date:
- (f) The appropriate form for benefits has been handed to the employee.
- Date:

*For and on behalf of the employer*

**Notes:**

- (i) Claim forms for the various benefits are available from regional councils or from the offices of the Metal Industries' Provident Fund.
- (ii) It should be ensured that the employee has been handed his membership card and any brochures or other information relating to the Fund.
- (iii) The employer is required to maintain a permanent record of the permanent address (i.e. residential address) of each employee.

Thus signed at Johannesburg, for and on behalf of the parties, this 6th day of March 1998.

**W. P. COETZEE**

Vice-Chairman

**D. A. CARSON**

Member

**C. DEMETROPULO**

Acting Secretary

**No. R. 653**

**8 May 1998**

**LABOUR RELATIONS ACT, 1995**

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF EDUCATION AND TRAINING FUND COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Tito Titus Mboweni, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Metal and Engineering Industries Bargaining Council and is binding in terms of sections 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the employers and employees in that Industry, with effect from **18 May 1998** and for the period ending 30 April 2001.

**T. T. MBOWENI**

Minister of Labour

No. R. 653

8 Mei 1998

## WET OP ARBEIDSVERHOUDINGE, 1995

**METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN OPVOEDKUNDIGE EN OPLEIDINGSFONDS KOLLEKTIEWE OOREENKOMS NA NIE PARTYE**

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 18 Mei 1998 en vir die tydperk wat op 30 April 2001 eindig.

**T. T. MBOWENI****Minister van Arbeid**

*Nota:* 'n Afrikaanse vertaling van die ooreenkoms by die Engelse kennisgewing sal so gou as doenlik in die Staatskoerant gepubliseer word.

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL****METAL AND ENGINEERING INDUSTRIES' EDUCATION AND TRAINING FUND COLLECTIVE AGREEMENT****TABLE OF CONTENTS**

	<i>Pages</i>
<b>PART I</b>	
1. Scope of Application of Agreement .....	22
2. Period of Operation of Agreement .....	22
3. Definitions .....	23
3A. Continuation of the Fund .....	26
4. Metal and Engineering Industries' Education and Training Fund .....	26
5. Administration .....	27
6. Agents .....	27
7. Exemptions .....	27
8. Resolution of disputes .....	28
<b>PART II</b>	
1. Definitions .....	28
2. Levy .....	29

**SCHEDULE****METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL****METAL AND ENGINEERING INDUSTRIES'****EDUCATION AND TRAINING FUND 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**

**Border Engineering Industries' Association**

**Bright Bar Association**

**Cape Engineers' and Founders' Association**

**Constructional Engineering Association (South Africa)**

**Covered Conductor Manufacturers' Association**

**Electrical Engineering and Allied Industries' Association**

**Electronics and Telecommunications Industries' Association**

**Ferro Alloy Producers' Association**

**Gate and Fence Association**

**Hand Tool Manufacturers' Association (HATMA)**

**Iron and Steel Producers' Association of South Africa**

Lift Engineering Association of South Africa  
 Light Engineering Industries' Association of South Africa  
 Materials Handling Association  
 Natal Engineering Industries' Association  
 Non-Ferrous Metal Industries' Association of South Africa  
 Plastics Manufacturers' 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. Association of Shipbuilders and Repairers  
 S. A. Electro-Plating Industries' Association  
 S. A. Engineers' and Founders' Association  
 S. A. Fasteners Manufacturers' Association (SAFMA)  
 S. A. Refrigeration and Air-Conditioning Contractors' Association (SARACCA)  
 S. A. Pump Manufacturers' Association  
 S. A. Reinforced Concrete Engineers' Association  
 S. A. Tube Makers' Association  
 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

Metal and Electrical Workers' Union of South Africa  
 National Employees' Trade Union  
 National Union of Metalworkers' of South Africa  
 Radio, Television, Electronics and Allied Workers' Union  
 S. A. Electrical Workers' Association  
 S. A. Workers' Union  
 Steel, Engineering and Allied Workers' Union of South Africa (SEAWUSA)

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

## PART 1

### 1. SCOPE OF APPLICATION OF AGREEMENT

(1) Any reference in this Agreement to the Republic of South Africa and/or the Provinces of the Cape of Good Hope, the Transvaal, Natal and the Orange Free State shall be deemed to be a reference to the Magisterial District of those areas and/or provinces as they existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), and the terms of this Agreement shall be observed—

- (a) throughout the Republic of South Africa; and
- (b) by all employers in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and by all employees who are members of the trade unions.

(2) Clauses 1 (1) (b), 2 and 6 of Part I of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions respectively.

### 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 30 April 2001.



### 3. DEFINITIONS

Any expression used in this Agreement that is defined in the Labour Relations Act, 1995, shall have the same meaning as in the Act, and any reference to an Act shall include any amendment to such Act; further, unless inconsistent with the context—

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

**"Collective Agreements"** means—

- (1) the Main Agreement published under Government Notice No. R. 404 of 31 March 1998, in terms of section 32 of the Act, as amended, renewed, extended and re-enacted from time to time, including any succeeding Main Agreement;
- (2) the Agreements concluded in terms of section 31 of the Act, applicable and relating to the following establishments:

Alusaf (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 Corp. Limited

Hulett's Aluminium Limited:

Pietermaritzburg

Olifantsfontein

Cape Town

Usko Limited

Cape Town Iron and Steel Works (Pty) Limited

Atlantis Diesel Engines (Pty) Limited

Rotek Industries (Pty) Limited;

- (3) any other Agreements relating to the Iron, Steel, Engineering and Metallurgical Industries published in terms of section 32 of the Act or concluded in terms of section 31 of the Act, subsequent to the coming into force of this Agreement;

- (4) any of the aforementioned Agreements during any period of expiry thereof;

**"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 the purpose of any one or more of the following:

- (a) The manufacture and/or assembly from component parts of electrical equipment, namely generators, motors, converters, 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 including, but not to be 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;

**"Fund"** means the Metal and Engineering Industries Education and Training Fund;

**"Iron, Steel, Engineering and Metallurgical Industries"** means (subject to the provisions of any demarcation determinations made in terms of section 62 of the Act) the industry concerned with the production of iron and/or steel and/or 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; 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 precious metal), or parts or components thereof, and structural metalwork, including steel reinforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys, and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and/or ships, including the scraping, shipping and/or scaling and/or painting of the hulls of boats and/or ships; and general woodwork undertaken in connection with ship repairs, and includes the Electrical Engineering Industry, the Lift and Escalator Industry and the Plastics Industry, but does not include the Motor Industry;

**"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;

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

**"Metal goods"** does not include agricultural tractors;

**"Motor Industry"** means (subject to the provisions of any demarcation determination made in terms of section 76 of the 1956 Act) the industry concerned with—

- (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;
  - (ii) 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 that are attached to a part of an establishment in which the assembly or repair of motor vehicles is carried out;
- (h) the business of motor graveyards;
- (i) the business of assembly establishments;
- (j) the business of manufacturing establishments 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, and including trailers and caravans, but does not include any equipment designed to run on fixed tracks, a trailer designed to transport loads of 27 273 kg 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 or repair of component parts for cabs and/or bodies and/or any superstructure, and the assembling, adjusting and installation of parts in cabs or bodies or on the superstructure of vehicles;
- (c) the fixing of cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;
- (d) the coating and/or decorating of cabs and/or bodies and/or any superstructure with any preservative or decorative substance;
- (e) the equipping, furnishing and finishing off of the interior of cabs and/or bodies and/or any superstructure;
- (f) the building of trailers, excluding the manufacture of wheels or axles therefor; and
- (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 thereof in establishments laid out for and normally engaged in the production of 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 services 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 motortrucks;
  - (iv) motor vehicle 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 manufacture of articles or parts of articles wholly or mainly from plastic, but does not include the manufacture of the following articles made from plastic sheeting material, viz. wearing apparel, bags and handbags, boots, shoes, overshoes, upholstery coverings and plastic venetian blinds;

**“plastic”** means any one of the group of materials that consists 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;



**"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;

**"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, Mooresburg, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdal, 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), P.O. 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 George's 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 Fifth Floor, Perm Building (Bay Passage entrance), 343 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, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (CP), Somerset East, Steynsburg, Steytleville, 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 Engineering Industrial Council House, 5 Andrea Road, Reuven, Booysens, Johannesburg, 2091;

**"Region F"** means the Province of the Orange Free State, and includes the Magisterial Districts 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, Gordonia, 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 Offices 39-41, Shoprite Centre, corner of Arrarat and Heeren Streets, Welkom, 9459.

### 3A. CONTINUATION OF THE FUND

(1) The Metal and Engineering Industries, Education and Training Fund (hereinafter referred to as the "Fund"), originally established in terms of Government Notice No. R. 1481 of 11 September 1970, is hereby continued.

(2) The Fund shall consist of—

- (a) all monies and assets standing to the credit of the fund as at the date of coming into operation of this Agreement;
- (b) all contributions paid by employers in accordance with Part II, clause 2 of this Agreement;
- (c) all investment income derived from the investment of any monies of the Fund; and
- (d) any other monies to which the Fund may become entitled.

### 4. METAL AND ENGINEERING INDUSTRIES, EDUCATION AND TRAINING FUND

(1) As from the date of coming into operation of this Agreement, every employer shall each month pay to the Fund levies as provided for in Part II.

(2) The amounts payable each month in terms of this Agreement, together with a statement in such form as may be specified from time to time, shall be forwarded to the Council by not later than the 15th day of the month immediately following, and shall be addressed to: The Financial Manager, Metal and Engineering Industries Bargaining Council (Central Funds Collection Office) P. O. Box 61474, Marshalltown, 2107; or Metal Industries House, 2nd Office Level, 42 Anderson Street, Johannesburg, 2001.

(3) The Council shall, at the end of each month, remit to the Fund the total amount collected in terms of Part II of this Agreement, which amount shall be separately recorded and accounted for by the Fund in accordance with the constitution of the Fund.

(4) (a) If any amount that falls due in terms of this Clause is not received in full by the Council by the 15th 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 that 15th 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 rate permitted during the same period for credit transactions in terms of section 2 (2) of the Act as if the employer's debt for the amount outstanding were a credit transaction, for the purposes of the Act.
- (iii) The Council shall, in its absolute discretion, be entitled to waive payment by the employer of any interest which accrues in terms of this subclause.
- (iv) 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 subclause shall *mutatis mutandis* apply for these purposes.

(b) For the purposes of this subclause, 'the Act' means the Usury Act, 1968.

(5) In the event of the Council 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.

## 5. ADMINISTRATION

(1) The Fund shall be administered in accordance with its constitution. Copies of the constitution and of the audited annual accounts and balance sheet of the Fund shall be lodged with the Council and with the Director-General of Labour. For the purposes of this subclause, the term 'constitution' shall include any amendments to the constitution adopted from time to time.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Board of Management appointed in terms of the constitution of the Fund shall take over the functions of the Council in respect of this Agreement, and if for any reason the Board of Management should be unable or unwilling to perform such duties, the Registrar of Labour Relations may appoint trustees to perform the Council's functions. The Board of Management or trustees so appointed shall have all the powers vested in the Council for the purposes of this Agreement. Payment (if any) for the services of the trustees shall be borne by the Fund.

## 6. 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 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.

## 7. EXEMPTIONS

### (1) Exemption and Arbitration Board

An independent body, referred to as the Exemption and Arbitration Board (the Board), is hereby appointed and shall consider and determine all applications for exemption received by the Council, in accordance with the criteria set out in subclause (3) below.

### (2) Administration

- (a) Any person bound by this Agreement may apply for exemption from any provision of this Agreement.
- (b) An application for exemption shall be in writing, fully motivated, and sent to the manager of the Council's regional office for the area in which the applicant is located.
- (c) An employer applicant shall consult with the workforce through its trade union representatives (or, where there are no trade union representatives, with the workforce itself) as to the need for the exemption and its effect on the employees, and shall include in the application the views expressed by the workforce in this regard.
- (d) An application for exemption shall not be considered if the contents of the application is covered by an arbitration award binding the applicant.

- (e) The Council shall issue to every person to whom exemption has been granted by the Board 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.
  - (f) 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.
  - (g) 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.
  - (h) The Board may, on good cause shown, give the holder of an exemption licence 30 days' notice of withdrawal of the exemption.
- (3) *Process and criteria*
- (a) In considering an application for exemption, the Board shall consider the recommendations of the Council, the views expressed by the employer(s) and the workforce, any other representations received in relation to that application and the possible effect of the exemption on competitors.
  - (b) The exemption may not contain terms that would have an unreasonably detrimental effect in the fair, equitable and uniform application of this Agreement in the industry.

## 8. 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 No. R. 406 of 31 March 1998.

## PART II

### 1. DEFINITIONS

For the purpose of this Part—

**"apprentice"** means a person serving under a current written contract of apprenticeship recognised by the Council or a contract of apprenticeship registered under the Manpower Training Act, 1981, in respect of a trade set out in the definition of "employee" hereunder; and/or a person employed in terms of the Manpower Training Act, 1981, in a trade set out in the definition of "employee" hereunder; and/or a person employed under contract in terms of the provisions of the Artisan Training and Recognition Agreement for the Metal and Engineering Industries, published under Government Notice No. R. 1706 of 13 August 1982 or any succeeding publication; and/or a person employed under arrangements recognised by the Council from time to time for the training of artisans;

**"employee"** means any person, other than a trainee, employed by an employer falling within the Iron, Steel, Engineering and Metallurgical Industries as defined in clause 3 of Part I of this Agreement, and includes, in relation to a juristic person, and without detracting from the foregoing provisions of this definition, any director or member of such juristic person—

- (i) on work specified as Rate A in the Main Agreement; or
- (ii) on trades hereinafter specified, which are designated in the industry and area of jurisdiction of the Metal and Engineering Industries Education and Training Board, namely;

Armature Winder  
Blacksmith  
Boilermaker  
Diesel Fitter  
Domestic Appliance Mechanician  
Domestic Radio Mechanician  
Domestic Radio and Television Mechanic  
Earth-Moving Equipment Mechanic  
Electrician  
Electronic Equipment Mechanician  
Fitter



Fitter and Turner  
 Forklift Mechanic  
 Instrument Mechanician (Industrial Instrumentation and Process Control)  
 Lift Mechanic  
 Millwright  
 Motor Mechanic  
 Moulder  
 Patternmaker  
 Refractory Mason  
 Refrigeration Mechanic (Industrial)  
 Rigger  
 Roll Turner  
 Scale Fitter  
 Sheet Metal Worker  
 Telecommunications Mechanician  
 Tool, Jig and Die Maker  
 Tractor Mechanic  
 Turner  
 Welder; or

- (c) on trades that become designated in the industry and area of jurisdiction of the Metal and Engineering Industries Education and Training Board, from the date of designation of such trade, other than the trade of electrician (construction) (i.e. previously electrical wireman) in the Province of Natal; or
- (d) on trades hereinafter specified, which were designated trades in the industry and area of jurisdiction of the Metal and Engineering Industries Education and Training Board prior to 17 December 1976, namely:

Die Making  
 Electronic Musical Equipment Servicemen  
 Fitting (including Machining)  
 Telephone Communications Electrician  
 Tool and Jig Making  
 Turning (including Machining).

## 2. LEVY

- (1) (a) /The monthly levy per employee for the Artisan Training Fund shall be determined in accordance with the undermentioned table, based on the ratio of trainees to employees on the payroll of the employer and/or hired out by him on the last Friday of the calendar month to which payment of the levy refers:

Category	Ratio of trainees to employees	Monthly levy per employee
		R
A	One trainee to 5, or fewer, employees .....	15,58
B	One trainee to more than 5 and up to 10 employees .....	23,36
C	One trainee to more than 10 and up to 15 employees .....	44,13
D	One trainee to more than 15 employees, or no trainees .....	62,29

- (b) The total amount of the levy payable each month by the employer shall be calculated by multiplying the monthly levy per employee as determined under paragraph (a) by the total number of employees as defined in this Part on the employer's payroll and/or hired out by him on the last Friday of the calendar month to which payment of the levy refers.
- (2) The monthly amount payable each month by the employer for the Industry Training Levy shall be determined by the total number of employees on the payroll of the employer and/or hired out by him on the last Friday of the calendar month to which the payment of the levy refers, and shall be 87c per employee.

Signed at Johannesburg, for and on behalf of the parties, this 6th day of March 1998.

**W. P. COETZEE**  
 Vice-Chairman

**D. A. CARSON**  
 Member

**C. DEMETROPULO**  
 Acting Secretary

No. R. 654

8 May 1998

## LABOUR RELATIONS ACT, 1995

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF ENGINEERING INDUSTRIES PENSION FUND COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Tito Titus Mboweni, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Metal and Engineering Industries Bargaining Council and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from **18 May 1998** and for the period ending 30 April 2001.

**T. T. MBOWENI**

Minister of Labour

No. R. 654

8 Mei 1998

## WET OP ARBEIDSVERHOUDINGE, 1995

**METAAL- EN INGENIEURSNIYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN INGENIEURSNIYWERHEDE PENSIOENFONDS KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Metaal- en Ingenieursnywerhede Bedingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van **18 Mei 1998** en vir die tydperk wat op 30 April 2001 eindig.

**T. T. MBOWENI**

Minister van Arbeid

*Nota: 'n Afrikaanse vertaling van die ooreenkoms by die Engelse kennisgewing sal so gou as doenlik in die Staatskoerant gepubliseer word.*

**ENGINEERING INDUSTRIES, PENSION FUND COLLECTIVE AGREEMENT****TABLE OF CONTENTS**

	<i>Pages</i>
1. Scope of Application of Agreement .....	32
2. Period of Operation of Agreement .....	32
3. Definitions .....	32
3A. Continuation of the Fund .....	34
4. Membership .....	35
5. Contributions .....	35
6. Administration .....	36
7. Agents .....	36
8. Exemptions .....	37
9. Resolution of Disputes .....	37
10. Exhibition of Agreement .....	37
11. Termination of Employment of Members .....	37

**ANNEXURE  
SCHEDULE**

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL  
ENGINEERING INDUSTRIES' PENSION FUND 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**  
**Border Engineering Industries' Association**  
**Cape Engineers' and Founders' Association**  
**Constructional Engineering Association (South Africa)**  
**Covered Conductor Manufacturers' Association**  
**Electrical Engineering and Allied Industries' Association**  
**Electronics and Telecommunications Industries' Association**  
**Gate and Fence Association**  
**Hand Tool Manufacturers' Association (HATMA)**  
**Iron and Steel Producers' Association of South Africa**  
**Lift Engineering Association of South Africa**  
**Light Engineering Industries' Association of South Africa**  
**Materials Handling Association**  
**Natal Engineering Industries' Association**  
**Non-Ferrous Metal Industries' Association of South Africa**  
**Plastics Manufacturers' 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. Association of Shipbuilders and Repairers**  
**S.A. Electro-Plating Industries' Association**  
**S.A. Engineers' and Founders' Association**  
**S.A. Fasteners Manufacturers' Association (SAFMA)**  
**S.A. Refrigeration and Air-Conditioning Contractors' Association (SARACCA)**  
**S.A. Pump Manufacturers' Association**  
**S.A. Reinforced Concrete Engineers' Association**  
**S.A. Tube Makers' Association**  
**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

**Metal and Electrical Workers' Union of South Africa**  
**Mineworkers' Union**  
**National Employees Trade Union**  
**National Union of Metalworkers' of South Africa**  
**Radio, Television, Electronics and Allied Workers' Union**  
**S.A. Electrical Workers' Association**  
**S.A. Workers' Union**  
**Steel, Engineering and Allied Workers' Union of South Africa (SEAWUSA)**

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



### 1. SCOPE OF APPLICATION OF AGREEMENT

(1) Any reference in this Agreement to the Republic of South Africa and/or the provinces of the Cape of Good Hope, the Transvaal, Natal and the Orange Free State shall be deemed to be a reference to the Magisterial Districts of those areas and/or provinces as they existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), and except as otherwise provided in this clause, the terms of this Agreement shall apply to and be observed—

- (a) throughout the Republic of South Africa; and
- (b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions, respectively.

(2) The terms of this Agreement shall not apply to an employer and his employee who are governed by and fall within the scope of application of the Metal Industries Provident Fund Agreement.

(3) The terms of this Agreement shall not apply to any employee who on 29 July 1957 was or thereafter became a participant in and member of any fund providing provident and/or pension benefits, which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee, during such period only as such fund continues to operate and both employer and employee are participants therein: Provided that a fund which provides solely for payment of benefits on death shall not be deemed to be a pension or provident fund for the purposes of this Agreement.

(4) Where employers and employees participate in domestic schemes providing provident and/or pension benefits as referred to in subsection (3) above, which at the date of coming into operation of this Agreement do not provide for percentage contributions which, in total, are at least as much as the percentages, in total, specified in section 5 of this Agreement, a period of six weeks shall be allowed to enable compliance with this requirement, subject to any such amendment being retroactive to the date of coming into operation of this Agreement.

(5) Clauses 1 (1) (b) 2 and 7 of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.

### 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 30 April 2001.

### 3. DEFINITIONS

Any expression used in this Agreement that 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 amendments to such Act; further, unless inconsistent with the context—

**"agreement"** means an agreement as defined in the Labour Relations Act, 1995, operative in the Iron, Steel, Engineering and Metallurgical Industries, and includes any agreement as defined in the said Act if such agreement has expired but was operative at the date of coming into operation of this Agreement or became operative after the date of coming into operation of this Agreement;

**"apprentice"** means an employee serving under a written contract of apprenticeship recognised by the Council or a contract of apprenticeship registered under the Manpower Training Act, 1981, or employed under any pre-apprenticeship arrangement;

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

**"employee"** means an employee, including an apprentice, whose minimum rate of pay is scheduled in any agreement as above defined in the Iron, Steel, Engineering and Metallurgical Industries;

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

- (a) The manufacture and/or assembly from component parts of electrical equipment, namely generators, motors, converters, 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 and other equipment utilising the principles used in the operation of radio and electronic equipment, incandescent lamps and electric cables and domestic electrical appliances, and includes the manufacture of component parts of the aforementioned equipment;
- (b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above in the Provinces of the Transvaal and Natal (excluding any portion of that area falling within the self-governing territory of KwaZulu), but does not include the Electrical Contracting Industry;

**"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 building or structures or elsewhere;

**"establishment"** means any premises wherein or whereon the industries, or part thereof, as herein defined, is carried on;

**"Executive Committee"** means the Executive Committee of the Council appointed in terms of its constitution;

**"Fund"** means the Engineering Industries, Pension Fund (previously known as the Metal Industries Group Life and Provident Fund, established on 28 August 1957);

**"Iron, Steel, Engineering and Metallurgical Industries"** means (subject to the provisions of any demarcation determination made in terms of section 62 of the Act) the industries concerned with the production of iron and/or steel and/or 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; 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 precious metal) or parts or components therefor, and structural metalwork, including steel reinforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys, and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and/or ships, including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships; and general woodworking undertaken in connection with ship repairs, and includes the Electrical Engineering Industry, Lift and Escalator Industry and the Plastics Industry, but does not include the Motor Industry;

**"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;

**"Main Agreement"** means the Agreement published under Government Notice No. R. 404 of 31 March 1998 or any succeeding agreement and includes any amendment, re-enactment or extension thereof, and further includes the Main Agreement during any period that it is expired;

**"Motor industry"** means the Motor Industry as defined in the Main Agreement of the (Metal and Engineering Industries Bargaining Council) under Government notice No. R.404 of 31 March 1998;

**"pensionable remuneration"** means the actual wages payable to an employee by the employer each week in respect of the ordinary hours worked by such employee in the shift and other allowances and holiday leave bonuses, but including amounts paid in respect of overtime hours worked to make up lost ordinary hours, and for the purposes of this definition -

- (a) in the case of a monthly-paid employee, his pensionable remuneration shall be the amount determined as above, converted on the basis that one month equals  $4\frac{1}{3}$  weeks;
- (b) **"shift"** means that period of work ordinarily worked by an employee in any period of 24 hours;

**"Plastics Industry"** means the industry concerned with the manufacture of articles or parts of articles wholly or mainly from plastic, but does not include the manufacture of the following articles made from plastic sheeting material, viz. wearing apparel, bags and handbags, boots, shoes, overshoes, upholstery covering and plastic Venetian blinds;

**"plastic"** means any one of the group of materials that consists 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;

**"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;

**"Permanent Disability Scheme"** means the Permanent Disability Scheme constituted to organise and provide permanent disability benefits for the employees of employers in the group of industries known as the Iron, Steel, Engineering and Metallurgical Industries in the Republic of South Africa and such other industry/industries in the Republic as may from time to time be admitted to participate in the Scheme by the Board of Management in terms of the constitution of the Scheme;

**"regional committee"** means any council appointed as such by the Council in terms of its constitution;

**"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), P.O. 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 Fifth Floor, Perm Building (Bay Passage entrance), 343 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, Noupoot, Oudtshoorn, Pearston, 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 Engineering Industrial Council House, 5 Andrea Road, Reuven, Booysens, Johannesburg, 2091;

**"Region F"** means the Province of the Orange Free State, and includes the Magisterial Districts 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, Gordonia, Griekwastad, Hartswater, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton, in the Province of the Cape of Good Hope 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 Offices 39-41, Shoprite Centre, corner of Arrarat and Heeren Streets, Welkom, 9459;

**"Scheme"** means the Permanent Disability Scheme as referred to above.

### 3A. CONTINUATION OF THE FUND

(1) The Engineering Industries' Pension Fund (hereinafter referred to as the "Fund"), originally established on 28 August 1957 in terms of Government Notice R. 1087 of 19 July 1957 as the Metal Industries Group Life and Provident Fund, is hereby continued.

(2) The Fund shall consist of—

- (a) all monies and assets standing to the credit of the fund as at the date of coming into operation of this Agreement;
- (b) all contributions paid by employers and members in accordance with section 5 of this Agreement;
- (c) all investment income derived from the investment of any monies of the Fund; and
- (d) any other monies to which the Fund may become entitled.



#### 4. MEMBERSHIP

(1) Each employee who becomes an employee falling within the scope of this Agreement on or after the date of coming into operation of this Agreement shall, subject to subclause (4) (b) below, be required to choose either to become a member of this Fund or a member of the Metal Industries' Provident Fund. Such choice shall be made on the date on which he becomes an employee falling within the scope of this Agreement. Membership of the relevant Fund shall commence on that date.

(2) If an employee to whom subclause (1) applies does not exercise his choice either to become a member of this Fund or a member of the Metal Industries Provident Fund on the date on which he shall be required to become a member of either this Fund or the Metal Industries Provident Fund, he shall automatically become a member of one of these Funds, depending on his wages, as follows:

- (a) Employees earning in excess of the amount stipulated in the Main Agreement as the minimum wage of an employee in job category DDD, shall be deemed to be members of this Fund.
- (b) All other employees shall be deemed to be members of the Metal Industries Provident Fund:

Provided that where the Main Agreement has expired, the last reference shall be to the most recently expired Main Agreement.

(3) An employee to whom subclause (1) and/or subclause (2) applies shall be entitled for a period of three months from the date on which he becomes an employee falling within the scope of this Agreement to withdraw from membership of this Fund in order to become a member of the other Fund. In such case, membership of the Fund to which the employee transfers shall be made retrospective to the date on which contributions commenced to this Fund, and the benefits earned in the name of the employee concerned shall be transferred to the Fund chosen in terms hereof. There shall be no refund of contributions to either the employee or employer. The right of an employee to transfer membership in terms of this subclause shall terminate on the expiry of the above three-month period.

(4) If an employee who has become a member of this Fund on or after the date of coming into operation of this Agreement ceases to fall within the scope of this Agreement as a result of his ceasing to be in service of the Industries or as a result of a specific exemption under subclause 8 of this Agreement, but subsequently falls within the scope of this Agreement, then—

- (a) if his benefit under the Pension Fund and Provident Fund or this Fund has been paid out, he shall have the choice provided for in subclause (1);
- (b) if his benefit under the Pension Fund and Provident Fund or this Fund has not been paid out, he shall not have the choice provided for in subclause (1) but shall automatically become a member of the Fund of which he was previously a member.

(5) If an employee terminated his membership of this Fund or the Metal Industries Group Pension Fund before 1 May 1991 and subsequently falls within the scope of this Agreement or the Metal Industries Provident Fund Agreement, then regardless of whether or not his benefits under the above funds have been paid out, he shall have the choice provided for in subclause (1).

(6) The provisions of subclauses (2) and (3) shall also apply to an employee referred to in subclauses (4) (a) and (5).

(7) Except as provided in this clause, an employee who remains in service in the Industries and continues to fall within the scope of the Agreement may not withdraw from membership of this Fund unless specifically exempted under clause 8 of this Agreement.

#### 5. CONTRIBUTIONS

(1) Contributions, as hereinafter provided for, shall be made by employees and employers as from the date of coming into operation of this Agreement.

(2) Contributions in respect of the Engineering Industries' Pension Fund and the Metal and Engineering Industries' Permanent Disability Scheme (hereinafter referred to as the 'Scheme'):

- (a) The employer shall each week deduct from the earnings of each of his employees an amount equal to 6,6% of the pensionable remuneration of such employee.
- (b) Contributions calculated in accordance with the provisions of paragraph (a) may, at the discretion of the employer, be deducted from the earnings of any other employees who request in writing to become members of this Fund: Provided that the membership provisions under clause 4 shall *mutatis mutandis* apply to such employees.
- (c) The employer shall pay to the Fund an amount equal to the deductions made from each employee's earnings under paragraphs 2 (a) and (b), which shall be apportioned as follows:
  - (i) an amount equal to 1,5% of the pensionable remuneration of each of the employees concerned shall be paid to the Scheme;
  - (ii) a further amount shall, in the sole discretion of the Board, be allocated by it from time to time towards the costs of administration of the Fund; and
  - (iii) the balance shall be the employer's contribution to the Fund.

(3) No deductions shall be made or contributions paid in respect of periods of absence on unpaid leave, and absences owing to sickness, injury on duty and military service where no payment is due to the employee by the employer in terms of an agreement or under any law.

(4) Every employer in regions A, B, C, D, E and F shall forward the total amount payable each month in terms of subclause (2) to the Council, together with a statement in such form as may from time to time be prescribed, by not later than the 15th day of the month immediately following to: The Financial Manager, Metal and Engineering Industries Bargaining Council (Central Funds Collection Office), P.O. Box 61474, Marshalltown, 2107; or Second Office Level, Metal Industries House, 42 Anderson Street, Johannesburg, 2001.

(5) Notwithstanding the provisions of this clause, failure on the part of the employer to make the deduction of employees' contributions which he is required to make shall not absolve the employer from having to submit the total amount of the employees' contributions and his own contributions to the Council.

(6) All contributions received by the Council shall be paid to the Engineering Industries' Pension Fund and the Scheme, respectively, within seven days of receipt of such monies by the Council.

(7) (a) If any amount that falls due in terms of this clause is not received in full by the Council by the 15th 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 15th 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 rate 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 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 subclause shall *mutatis mutandis* apply for these purposes.

(b) For the purposes of this subclause, 'the Act' means the Usury Act, 1968.

(8) In the event of the Council 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 be liable to pay forthwith all such costs of whatever nature as between attorney and client and all such collection commission.

## 6. ADMINISTRATION

(1) The Fund and the Scheme shall be administered in accordance with the Rules of the Fund and the Rules of the Scheme. Such Rules shall not be inconsistent with this Agreement or the provisions of the Labour Relations Act, 1995, and a copy of the Rules and amendments thereto shall be lodged with the Director-General of Labour.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Boards of Management appointed in terms of the constitutions of the Fund and the Scheme shall take over the functions of the Council in respect of this Agreement, and if for any reason the Boards of Management should be unable or unwilling to perform such duties, the Registrar of Labour Relations may appoint trustees to perform the Council's functions. The Boards of Management or trustees so appointed shall have all the powers vested in the Council for the purposes of this Agreement. Payment (if any) for the services of the trustees shall be borne by the Fund and the Scheme, as the case may be.

## 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 shall 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.

## 8. EXEMPTIONS

### (1) *Exemption and Arbitration Board*

An independent body, referred to as the Exemption and Arbitration Board (the Board), is hereby appointed and shall consider and determine all applications for exemption received by the Council, in accordance with the criteria set out in subclause (3) below.

### (2) *Administration*

- (a) Any person bound by this Agreement may apply for exemption from any provision of this Agreement.
- (b) An application for exemption shall be in writing, fully motivated, and sent to the manager of the Council's regional office for the area in which the applicant is located.
- (c) An employer applicant shall consult with the workforce through its trade union representatives (or, where there are no trade union representatives, with the workforce itself) as to the need for the exemption and its effect on the employees, and shall include in the application the views expressed by the workforce in this regard.
- (d) An application for exemption shall not be considered if the contents of the application is covered by an arbitration award binding the applicant.
- (e) The Council shall issue to every person to whom exemption has been granted by the Board, 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.
- (f) 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.
- (g) 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.
- (h) The Board may, on good cause shown, give the holder of an exemption licence 30 days' notice of withdrawal of the exemption.

### (3) *Process and criteria*

- (a) In considering an application for exemption, the Board shall consider the recommendations of the Council, the views expressed by the employer(s) and the workforce, any other representations received in relation to that application and the possible effect of the exemption on competitors.
- (b) The exemption may not contain terms that would have an unreasonably detrimental effect in the fair, equitable and uniform application of this Agreement in the industry.

## 9. 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. 406 of 31 March 1998).

## 10. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in some conspicuous place upon his premises, a copy of this Agreement in the form prescribed by the regulations under the Act, in legible characters.

## 11. TERMINATION OF EMPLOYMENT OF MEMBERS

On termination of employment of a member, his employer shall complete the details on a form as prescribed in the Annexure to this Agreement and hand it to the member.

**Supplies of the prescribed forms are available from the regional councils.**

The employer shall be required to maintain a permanent record of the permanent home address of the member.



**ANNEXURE****ENGINEERING INDUSTRIES' PENSION FUND**

(Form to be completed by employer and handed to members of the Engineering Industries' Pension Fund on termination of employment.)

**Member's Rights to Benefits:**

1. A pension on retirement at the age of 65 or later, or on early retirement from the age of 55 up to the age of 65.  
A member who has ceased employment in the industries prior to the age of 55 may claim a retirement benefit on electing to retire from the age of 55 onwards.
  2. A permanent disability income benefit owing to permanent disability/incapacity in terms of the rules of the Scheme.
  3. **Death benefits:** A lump sum of two years' salary on—
    - (i) death in service of a contributing member before the age of 65;
    - (ii) death before the age of 65 where death occurs within six weeks of ceasing employment, if ex-member was unemployed for such period and had been a member of the Fund for a consecutive period of not less than two years prior to such unemployment;
    - (iii) death before the age of 65 where death occurs within six months of ceasing employment owing to sickness or a works accident, and ex-member was unemployed owing to such sickness or work accident until the date of death.
- Note:** The lump-sum death benefit is reduced if the member or ex-member first joined the Fund after the age of 55. The benefit is then based on the period of membership.
4. A spouse's pension on death of a member in service.
  5. A spouse's pension on death of a pensioner.
  6. A member who leaves the industries may after an eight-week waiting period elect a refund of contributions in accordance with the rules of the Fund.

**Note: Retrenchments/redundancies:** Refunds are made in accordance with the Rules of the Fund.

**To be completed by the employer:**

- (i) Name of employee (surname first) .....
- (ii) Identity Ref. No.: ..... Works No.: .....
- (iii) Period of service (from) ..... (to) .....
- (iv) Reasons for termination of employment:
  - Retrenchment
  - Redundancy
  - Resignation
  - Permanent disability/incapacity
  - Other
- (v) In cases of retrenchment, state name and regional council and date on which notification of retrenchment was given under clause 35 of the Main Agreement:  
Regional Council  
Date
- (vi) The appropriate form for benefits has been handed to the employee.  
Date  
For and on behalf of the employer

**Notes:**

- (i) Claim forms for the various benefits are available from regional councils or from the offices of the Engineering Industries' Pension Fund.
- (ii) It should be ensured that the employee has been handed his membership card of the fund and any brochures or other information relating to the Fund.
- (iii) The employer is required to maintain a permanent record of the permanent address (i.e. home address) of each employee.

Thus signed at Johannesburg for and on behalf of the parties, this 6th day of March 1998.

**W. P. COETZEE**

**Vice-President**

**D. A. CARSON**

**Member**

**C. DEMETROPULO**

**Acting Secretary**

No. R. 655

8 May 1998

## LABOUR RELATIONS ACT, 1995

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF ARTISAN TRAINING AND RECOGNITION COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Tito Titus Mboweni, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Metal and Engineering Industries Bargaining Council and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers in that Industry, with effect from **18 May 1998** and for the period ending 31 May 2000.

**T. T. MBOWENI**

Minister of Labour

No. R. 655

8 Mei 1998

## WET OP ARBEIDSVERHOUDINGE, 1995

**METAAL- EN INGENIEURSNIYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN AMBAGSOPLEIDING EN ERKENNINGS KOLLEKTIEWE OOREENKOMS NA NIE PARTYE**

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van **18 Mei 1998** en vir die tydperk wat op 31 Mei 2000 eindig.

**T. T. MBOWENI**

Minister of Labour

*Nota: 'n Afrikaanse vertaling van die ooreenkoms by die Engelse kennisgewing sal so gou as doenlik in die Staatskoerant gepubliseer word.*

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL****ARTISAN TRAINING AND RECOGNITION COLLECTIVE AGREEMENT FOR THE METAL INDUSTRIES (ATRAMI)****TABLE OF CONTENTS**

1. Scope of Application of Agreement .....	41
2. Period of Operation .....	41
3. Objectives of the Agreement .....	41
4. Definitions .....	41
5. Artisan Training and Recognition Scheme .....	42
6. Training Procedures.....	44
7. Agents.....	44
8. Resolution of Disputes.....	44
9. Administration of Agreement .....	44
10. Exemptions .....	44

**SCHEDULE****METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL****ARTISAN TRAINING AND RECOGNITION COLLECTIVE AGREEMENT FOR THE METAL INDUSTRIES (ATRAMI)**

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

**Association of Electric Cable Manufacturers of South Africa**  
**Bright Bar Association**  
**Cape Engineers' and Founders' Association**  
**Constructional Engineering Association (South Africa)**  
**Electrical Engineering and Allied Industries' Association**  
**Electronics and Telecommunications Industries' Association**  
**Ferro Alloy Producers' Association**  
**Gate and Fence Association**  
**Hand Tool Manufacturers' Association (HATMA)**  
**Iron and Steel Producers' Association of South Africa**  
**Lift Engineering Association of South Africa**  
**Light Engineering Industries' Association of South Africa**  
**Materials Handling Association**  
**Natal Engineering Industries' Association**  
**Non-Ferrous Metal Industries' Association of South Africa**  
**Plastics Manufacturers' 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**  
**SA Association of Shipbuilders and Repairers**  
**SA Electro-Plating Industries' Association**  
**SA Engineers' and Founders' Association**  
**SA Fasteners Manufacturers' Association (SAFMA)**  
**SA Refrigeration and Air-Conditioning Contractors' Association (SARACCA)**  
**SA Pump Manufacturers' Association**  
**SA Reinforced Concrete Engineers' Association**  
**SA Tube Makers' Association**  
**SA Valve and Actuator Manufacturers' Association (SAVAMA)**  
**SA Wire and Wire Rope Manufacturers' Association**

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

**Metal and Electrical Workers' Union of South Africa**  
**Mineworkers' Union**  
**National Employees' Trade Union**  
**Radio, Television, Electronics and Allied Workers' Union**  
**SA Electrical Workers' Association**  
**SA Workers' Union**

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



## 1. SCOPE OF APPLICATION OF AGREEMENT

(1) Any reference in this Agreement to the Republic of South Africa and/or the Provinces of the Cape of Good Hope, the Transvaal, Natal and the Orange Free State shall be deemed to be a reference to the Magisterial Districts of those areas and/or provinces as they existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), and the terms of this Agreement shall be observed—

- (a) throughout the Republic of South Africa; and
- (b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and trade unions, respectively.

(2) Clauses 1 (1) (b), 2 and 7 of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.

## 2. PERIOD OF OPERATION

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 May 2000.

## 3. OBJECTIVES OF THE AGREEMENT

(1) Whereas it is agreed that it is in the interest of the Industry that persons shall be recognised as artisans by other means than the completion of an apprenticeship in terms of the Manpower Training Act, 1981, it is agreed by the parties that:

- (a) Persons trained and/or recognised by certification in terms of this Agreement shall be deemed to be artisans in the Industry for all purposes and shall be recognised by the parties as such; and
- (b) the Metal Industries' Artisan Training Agreement shall be discontinued and all contracts entered into in terms of that Agreement shall be deemed to be contracts entered into in terms of and subject to the provisions of this Agreement.

## 4. DEFINITIONS

Any expression used in this Agreement that 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 amendments to such Act; 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 contract of apprenticeship registered under the Manpower Training Act, 1981;

**"artisan"** means a journeyman as defined under 'journeyman';

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

**"Industry"** means the Iron, Steel, Engineering and Metallurgical Industry, as defined in the Main Agreement;

**"Main Agreement"** means the Agreement published under Government Notice No. R. 404 of 31 March 1998, and any subsequent amendments or replacement thereof;

**"Rate A work"** means work classified at Rate A in the Main Agreement or an equivalent rate in any agreement operative in the Industry;

**"regional committee"** means any committee appointed as such by the Council in terms of its constitution;

**"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: The Metal and Engineering Industries Bargaining Council (Cape Regional Council), P.O. 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: The Metal and Engineering Industries Bargaining Council (Border Regional Council), P.O. Box 13162, Vincent, 5217; or 1st Floor, 12 St Georges Road, Southernwood, East London, 5201;

**"Region C"** means the Province of Natal, and for the purposes of this particular area the address of the Regional Council shall be: The Metal and Engineering Industries Bargaining Council (Natal Regional Council), P.O. Box 5900, Durban, 4000; or 5th Floor, Bay Passage Entrance, Perm Building, 343 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, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (CP), Somerset East, Steynsburg, Steytleville, Uitenhage, Uniondale, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: The Metal and Engineering Industries Bargaining Council (Midlands Regional Council), P.O. Box 12848, Centrahill, 6006; or 1st 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: The Metal and Engineering Industries Bargaining Council (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000; or Engineering Industrial Council House, 5 Andrea Road, Reuven, Booysens, Johannesburg, 2091.

**"Region F"** means the Province of the Orange Free State and includes the Magisterial Districts 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, Gordonia, 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: The Metal and Engineering Industries Bargaining Council (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460; or Offices 39-41, Shoprite Centre, corner Arrarat and Heeren Streets, Welkom, 9459.

## 5. ARTISAN TRAINING AND RECOGNITION SCHEME

(1) Notwithstanding anything to the contrary contained in any other agreement operative in the Industry, from the date of commencement of this Agreement:

- (a) Persons over the age of 25 years with educational levels satisfactory to the Council who are not artisans or apprentices for purposes of the Main Agreement, and who have satisfied the Council that they have been employed and trained on any of the classes of Rate A work that fall within the scope of a trade designated under the Manpower Training Act, 1981, for periods amounting in the aggregate to five years or more, shall, subject to the Council's approval, be deemed to be artisans for all purposes within the Industry in such trade as the Council may determine and shall be entitled to continue doing Rate A work in that trade: Provided that such persons shall, on application to the Council, supported by evidence of educational level and such previous employment and training on Rate A work, and having successfully completed such test as the Council may, in its discretion, require, obtain from the Council a certificate of recognition as an artisan in that trade in the form specified by the council; and
- (b) the following persons shall be permitted to do any of the classes of Rate A work that fall within the scope of a trade designated under the Manpower Training Act, 1981, for which the Council, in its discretion, has agreed that training may be provided by employers in terms of this Agreement:
  - (i) Persons over the age of 21 years, with previous related experience in the Industry, who apply to the Council for, and obtain, an artisan training contract as specified by the Council in respect of any one designated trade, whilst undergoing training in that trade in terms of such contract for such periods in the aggregate as the Council may determine after taking into account the experience gained by the person concerned on appropriate classes of Rate A work or other classes of work in the Industry;
  - (ii) persons over the age of 21 years, with no previous related experience on Rate A or other classes of work in the Industry that can be taken into account in determining previous experience, who apply to the Council for, and obtain, an artisan training contract as specified by the Council in respect of any one designated trade, whilst undergoing training in that trade in terms of such contract for such periods in the aggregate as the council may determine;
  - (iii) persons engaged under contracts entered into in terms of the Metal Industries Artisan Training Agreement, which contracts shall be deemed to be contracts entered into, under and subject to the conditions of this Agreement, including the Schedules of Training and Schemes of Work relating to this Agreement, during the remaining period of operation of such contracts and in respect of which the Council shall determine the training which shall be given.

(2) Whenever, in terms of subclause (1), a discretion is vested in the Council to determine the period of training to be given to a trainee under an artisan training contract, the council shall take into account any period of employment on related Rate A work that was done with the permission of the Council by way of exemption, and any employment or tests successfully completed, or other related work, whether within the Industry or otherwise, which the Council considers sufficiently related to the nature of Rate A work to have value in contributing to competence in the performance of the Rate A work to which the contract relates, and any other factor which the Council, in its discretion, considers relevant. The Council shall determine the training to be completed by the trainee, based on a reduction in the number of training modules, or parts of modules, as identified in the Schedule of Training to be specified by the Council, which the Council considers to be equivalent to the value of the previous employment, experience and other relevant factors for the purpose of Rate A competence in the trade concerned.

- (3) The educational qualification requirements for entry into a training contract in terms of subclause (1) (b) shall be determined by the Council in respect of each of the designated trades for which training is provided in terms of this Agreement.
- (4) In the event of the Council refusing to approve any application for an artisan training contract, the party/parties objecting to the Council's decision shall furnish the Council with reasons therefor. Such reasons may include, *inter alia*, previous unsatisfactory implementation of the artisan training and recognition agreement in the establishment concerned, or that there are suitable journeymen or other persons in respect of whom contracts have been approved, or persons previously employed on Rate A work under exemption issued by the Council, who are unemployed and prepared to accept employment with the employer concerned, or that, in a particular trade, the ratio of qualified artisans to trainees in that establishment is unsatisfactory, or such other reason as the Council may consider appropriate.
- (5) Applications for employment under an artisan training contract shall be in the form specified by the Council and shall be completed as to the relevant part thereof by the applicant, assisted by his guardian, if applicable, and by the employer who is willing to employ him thereunder.
- (6) The artisan training contract shall be in the form specified by the Council, which shall prescribe the training and tests to be undergone in the relevant trade, and shall be signed by the Council, the trainee, assisted by his guardian, if applicable, and by the employer, who shall hold the contract.
- (7) For the purposes of this Agreement, 'Council' shall include the Executive Committee of the Council or any other committee set up or appointed by the Council to administer the Artisan Training and Recognition Agreement, or any aspects thereof, or to carry out any specific duty in relation thereto when acting in terms of powers delegated to it by the Council: Provided that—
- (i) any decision taken by any such committee or other body referred to above, not being the Council itself or its Executive Committee, shall be subject to confirmation by the Executive Committee; and
  - (ii) whenever any such committee or body is charged with the duty of taking any decision such as is referred to in this Agreement and any such committee or body is divided on the issue or is otherwise unable to come to a decision, the matter shall be referred to the Executive Committee.
- (8) The minimum wages to be paid and working conditions to be observed throughout the period of operation of any artisan training contract shall be determined by the Council at the time of entry into the contract, but shall, in any event, not be inconsistent with the general provisions specified in Part I of the Main Agreement: Provided that the wage rates specified in the contract shall be expressed as percentages of the wage rate for Rate A work as specified in the Main Agreement: Provided further that if, upon commencement of a contract, a trainee employed by the same employer is in receipt of a higher rate than that specified in terms of this subclause, such trainee shall continue to receive not less than such higher rate, increased by the amount of any guaranteed minimum increase applicable to the work he was performing immediately prior to commencement of his contract, that may come into force as a result of an amendment to the Main Agreement.
- (9) (a) Employment under an artisan training contract may, with the permission of the Council, be terminated by mutual consent of the parties. The Council shall determine the period of notice to be served by the trainee, taking into consideration the circumstances and the completion of the next module and test wherever possible. Should the trainee fail to serve the required period of notice, the employer shall be entitled to withhold an amount not exceeding the weekly wage of the trainee, and the employer shall forward any moneys due, including any leave pay and leave bonus, to the regional council as required by clauses 12 (5) and 14 (3) of the Main Agreement, for payment to the trainee on application by the trainee when he would have qualified for leave. The employer shall, at the same time, forward to the Council the trainee's contract, completed as required in paragraph (b) of this subclause. Any amount so withheld by the employer shall be forfeited by the trainee concerned unless he is able to prove to the satisfaction of the Council that he has served the required period of notice.
- (b) Upon any contract being terminated, the employer shall, in the appropriate place on the contract, indicate the modules and tests successfully completed by the trainee on appropriate Rate A work and the nature of the operations performed whilst so employed, and shall return the contract to the Council. Any employer in the Industry who is able and willing to engage a trainee whose artisan training contract is uncompleted, may apply to the Council to engage such trainee and to provide the balance of the training as specified. Such employer shall comply with all the requirements of this Agreement and shall be referred to as the second or subsequent employer.
- (c) No employer, or second employer or subsequent employer, as the case may be, shall employ a trainee under an artisan training contract unless he has applied to the Council and obtained authority to employ the trainee under contract or balance of a contract, as the case may be.
- (10) A trainee who has served under an artisan training contract and who has satisfied the employer and the council that he has achieved the required standard of proficiency, and has successfully completed the tests prescribed in terms of the contract referred to in clause 5 (1) (b) (i), (ii) and (iii) of this Agreement, in the trade concerned, shall be issued by the Council with a certificate of recognition as an artisan in that trade in the form specified by the Council: Provided that, in the event of any trainee being unable to achieve the required standard of proficiency in the trade concerned within a period of five years after the date of commencement of his contract, he shall be required to successfully complete a test as provided for in clause 5 (1) (a) of this Agreement, otherwise he shall not be recognised as an artisan in terms of this Agreement.



## 6. TRAINING PROCEDURES

(1) The trade union parties to this Agreement may refer prospective trainees who have attained the educational qualifications determined by the Council in terms of clause 5 (3) of this Agreement to an employer, but in all cases the decision to accept prospective trainees for training shall rest with the employer.

(2) Trainees shall be trained in accordance with the Schedules of Training and Schemes of Work Specified by the Council.

(3) The recommended instruction times set out in the Schedules of Training are those that apply to the average trainee. Trainees who have an aptitude for elevated training may be tested at any time and, if successful, shall be promoted to the next higher module of training, subject to completion of a minimum period of training as approved for each module.

(4) The trainee's proficiency in any one training module shall be determined by the result of a test approved by the Council, given by the employer and carried out by the trainee.

(5) In respect of any contract, details of the training received shall be entered into a logbook approved by the Council, and be signed by the trainee and countersigned by the employer, as an authentic record of training under this Agreement.

Embodied in such logbook shall be certificates, duly signed by the trainee's employer, to the effect that the trainee has passed a proficiency test approved by the Council in respect of each or any module provided for in the Scheme of Work. The logbook shall be retained in the employer's possession until the trainee terminates services with the employer or the trainee completes his contract, whereupon the completed logbook shall be forwarded to the Council for endorsement and, issued to any second or subsequent employer as referred to in clause 5 (9) (b), or returned to his employer as the case may be.

(6) When the trainee has successfully completed all the training required by the Council, the employer shall, on completion of the period of training, complete the contract and return it to the Council and request the Council to issue a certificate to the trainee, as Specified in clause 5 (10) of this Agreement.

## 7. AGENTS

(1) The Council shall appoint one or more specific 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 reasonably required for the purpose of enforcement of, 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.

## 8. 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. 406 of 31 March 1998.

## 9. ADMINISTRATION OF AGREEMENT

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

## 10. EXEMPTIONS

### (1) *Exemption and Arbitration Board*

An independent body, referred to as the Exemption and Arbitration Board (the Board), is hereby appointed and shall consider and determine all applications for exemption received by the Council, in accordance with the criteria set out in subclause (3) below.

### (2) *Administration*

- (a) Any person bound by this Agreement may apply for exemption from any provision of this Agreement.
- (b) An application for exemption shall be in writing, fully motivated, and sent to the manager of the Council's regional office for the area in which the applicant is located.
- (c) An employer applicant shall consult with the workforce through its trade union representatives (or, where there are no trade union representatives, with the workforce itself) as to the need for the exemption and its effect on the employees and shall include in the application the views expressed by the workforce in this regard.
- (d) An application for exemption shall not be considered if the contents of the application is covered by an arbitration award binding the applicant.

- (e) The Council shall issue to every person to whom exemption has been granted by the Board, 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.
  - (f) 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.
  - (g) 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.
  - (h) The Board may, on good cause shown, give the holder of an exemption licence 30 days' notice of withdrawal of the exemption.
- (3) *Process and criteria*
- (a) In considering an application for exemption, the Board shall consider the recommendations of the Council, the views expressed by the employer(s) and the workforce, any other representations received in relation to that application and the possible effect of the exemption on competitors.
  - (b) The exemption may not contain terms that would have an unreasonably detrimental effect in the fair, equitable and uniform application of this Agreement in the Industry.

Thus signed at Johannesburg, for and on behalf of the parties, this 6th day of March 1998.

**W. P. COETZEE**

**Vice-Chairman**

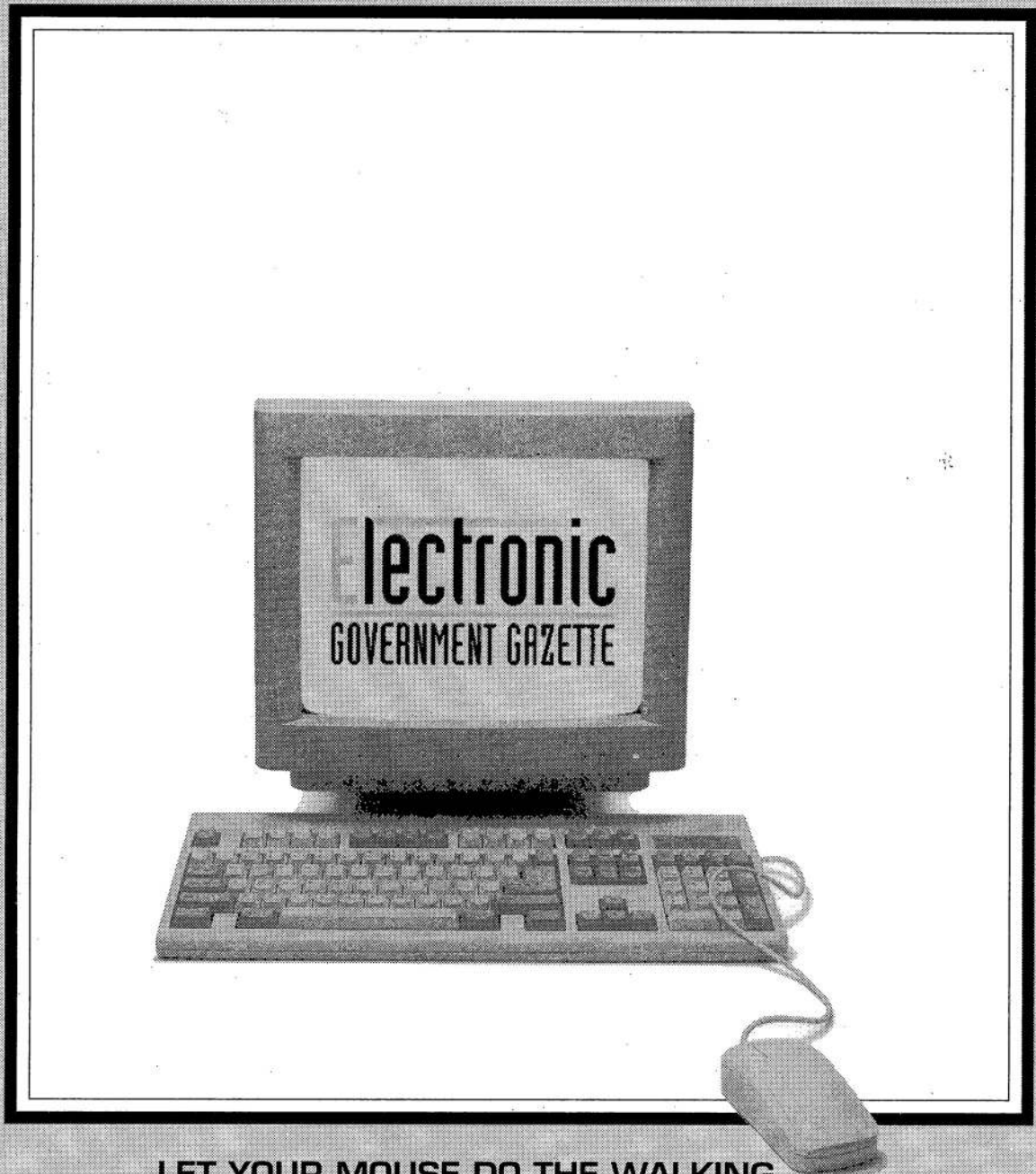
**D. A. CARSON**

**Member**

**C. DEMETROPULO**

**Acting Secretary**

---



### LET YOUR MOUSE DO THE WALKING

Subscribe to our full-text, Electronic Government Gazette and cut hours off the time you spend searching for information. Just point and click and within seconds, you can let your computer do the searching. Data is available within two days after publication and we can now also offer the full-text of the nine provincial gazettes.

Contact us today and save time, space and paper.

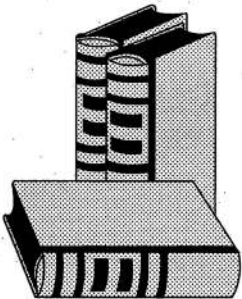
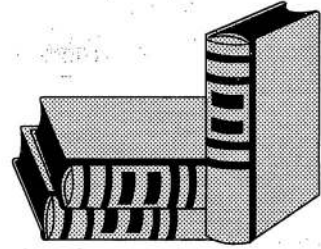


*The proven source of information*

tel: (012) 663-4954 fax: (012) 663-3543 toll free tel: 0800 11 11 73  
e-mail: [sabinet@sabinet.co.za](mailto:sabinet@sabinet.co.za) www: <http://www.sabinet.co.za>



*Where is the largest amount of meteorological information in the whole of South Africa available?*



*Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?*

*Department of Environmental Affairs and Tourism*  
Departement van Omgewingsake en Toerisme

**CONTENTS****INHOUD**

No.		Page No.	Gazette No.	No.		Bladsy No.	Koerant No.
<b>GOVERNMENT NOTICES</b>				<b>GOEWERMENSKENNISGEWINGS</b>			
<b>Labour, Department of</b>				<b>Arbeid, Departement van</b>			
<i>Government Notices</i>				<i>Goewermenskennisgewings</i>			
R. 651	Labour Relations Act (66/1995): Metal Engineering Industries Bargaining Council: Extension of Registration and Administration Expenses Collective Agreement to Non-parties.....	1	18884	R. 651	Wet op Arbeidsverhoudinge (66/1995): Metaal- en Ingenieursnywerhede Bedingsraad: Uitbreiding van Registrasie- en Administrasiefonds Kollektiewe Ooreenkoms na Nie-partye .....	2	18884
R. 652	do.: Metal and Engineering Industries Bargaining Council: Extension of Provident Fund Collective Agreement to Non-parties.....	11	18884	R. 652	do.: Metaal- en Ingenieursnywerhede Bedingsraad: Uitbreiding van Voorsorgfonds Kollektiewe Ooreenkoms na Nie-partye.....	12	18884
R. 653	do.: Metal and Engineering Industries Bargaining Council: Extension of Education and Training Fund Collective Agreement to Non-parties.....	20	18884	R. 653	do.: Metaal- en Ingenieursnywerhede Bedingsraad: Uitbreiding van Opvoedkundige en Opleidingsfonds Kollektiewe Ooreenkoms na Nie-partye .....	21	18884
R. 654	do.: Metal and Engineering Industries Bargaining Council: Extension of Engineering Industries Pension Fund Collective Agreement to Non-parties .....	30	18884	R. 654	do.: Metaal- en Ingenieursnywerhede Bedingsraad: Uitbreiding van Ingenieursnywerhede Pensioenfonds Kollektiewe Ooreenkoms na Nie-partye .....	30	18884
R. 655	do.: Metal and Engineering Industries Bargaining Council: Extension of Artisan Training and Recognition Collective Agreement tot Non-parties.....	39	18884	R. 655	do.: Metaal- en Ingenieursnywerhede Bedingsraad: Uitbreiding van Ambagsopleiding en Erkennings Kollektiewe Ooreenkoms na Nie-partye .....	39	18884