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**GOVERNMENT NOTICES**  
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**DEPARTMENT OF LABOUR**  
**DEPARTEMENT VAN ARBEID**

**No. R. 43****28 January 2005**

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION TO NON-PARTIES OF THE COUNTRY AREAS COLLECTIVE AMENDING AGREEMENT FOR THE WESTERN CAPE REGION**

I, Membathisi Mphumzi Shepherd Mdladlana, 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 National Bargaining Council for the Clothing Manufacturing Industry 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 31 January 2005, and for the period ending 30 June 2005.

**M. M. S. MDLADLANA****Minister of Labour****No. R. 43****28 Januarie 2005**

WET OP ARBEIDSVERHOUDINGE, 1995

**NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING NA NIE-PARTYE VAN KOLLEKTIEWE WYSIGINGSOOREENKOMS VIR DIE PLATTELANDSE GEBIEDE VAN DIE WES-KAAP STREEK**

Ek, Membathisi Mphumzi Shepherd Mdladlana, 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 Nasionale Bedingingsraad vir die Klerasievervaardigingsnywerheid 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 31 Januarie 2005, en vir die tydperk wat op 30 Junie 2005 eindig.

**M. M. S. MDLADLANA****Minister van Arbeid****SCHEDULE****NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY COUNTRY AREAS  
COLLECTIVE AGREEMENT FOR THE WESTERN CAPE REGION**

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

**Cape Clothing Association**

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

**Southern African Clothing and Textile Workers' Union**

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the National Bargaining Council for the Clothing Manufacturing Industry, to amend the Agreement published under Government Notice No. R. 1187 of 15 October 2004.

**1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed in the Clothing Industry—
- (a) by all employers and all employees who are members of the employee's organisation and the trade union respectively;
  - (b) in the Magisterial Districts of George and Worcester.

- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—
- (a) apply only in respect of employees for whom wages are prescribed in this Agreement; and
  - (b) not apply to employees and working directors whose wages are more than R35 906 for the period ending 31 December 2004 and R36 426 per annum for the period commencing 1 January 2005.

(3) Clause 1 (1) (a) and 2 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade union, 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 (2) of the Act, and shall remain in force until 30 June 2005.

## 3. CLAUSE 1

In subclause (2) (b), substitute the expression "R36 426" for the expression "R36 400".

## 4. CLAUSE 4: WAGES

- (1) In subclause (1), substitute the following for the existing wage schedule:

"(1) Subject to the provisions of this Agreement, the minimum wages that shall be paid to and accepted by the under-mentioned classes of employees shall be as follows: Provided that the actual wages of employees as at 30 June 2004, shall be increased by 5,0% with effect from 1 July 2004 should the actual wage, once increased by 5,0% be greater than the minimum wage specified for the employee in the table below:

	Wage per week for the period 1 Jul 2004 to 31 Dec 2004	Wage per week from 1 Jan 2005
	R	R
<b>Part A—Cutting Department</b>		
Head cutter.....	690,50	700,50
Pattern maker:		
(a) Qualified.....	690,50	700,50
(b) Learner:		
First year:		
First six months of experience.....	381,50	387,50
Second six months of experience.....	422,00	428,50
Second year:		
First six months of experience.....	464,50	471,50
Second six months of experience.....	507,00	514,50
Third year:		
First six months of experience.....	553,50	562,00
Thereafter, the wage specified in (a), i.e. ....	690,50	700,50
Pattern grader:		
(a) Qualified.....	555,00	563,50
(b) Learner:		
First year:		
First six months of experience.....	354,50	360,00
Second six months of experience.....	381,50	387,50
Second year:		
First six months of experience.....	407,00	413,00
Second six months of experience.....	434,50	441,00
Third year:		
First six months of experience.....	464,50	471,50
Second six months of experience.....	494,00	501,50
Thereafter, the wage specified in (a), i.e. ....	555,00	563,50

	Wage per week for the period 1 Jul 2004 to 31 Dec 2004	Wage per week from 1 Jan 2005
	R	R
<b>Cutter, lay-maker:</b>		
(a) Qualified .....	<b>543,00</b>	<b>542,00</b>
(b) Learner:		
First year:		
First six months of experience .....	317,50	322,50
Second six months of experience .....	352,50	358,00
Second year:		
First six months of experience .....	387,50	393,50
Second six months of experience .....	425,00	431,50
Third year:		
First six months of experience .....	467,50	474,50
Second six months of experience .....	<b>534,00</b>	<b>542,00</b>
<b>Interlining cutter, trimmer, leather cutter and tie cutter:</b>		
(a) Qualified .....	383,00	389,00
(b) Learner:		
First year:		
First six months of experience .....	283,00	287,50
Second six months of experience .....	299,50	304,00
Second year:		
First six months of experience .....	316,50	321,50
Second six months of experience .....	333,50	338,50
Third year:		
First six months of experience .....	351,00	356,50
Thereafter, the wage specified in (a), i.e. ....	383,00	389,00
(c) If advanced to learner cutter:		
First six months from date of advancement.....	416,00	422,50
Second six months from date of advancement .....	467,50	474,50
Thereafter, the wage specified for a qualified cutter, i.e. ....	534,00	542,00
<b>Layer-up:</b>		
(a) Qualified .....	325,00	330,00
First year:		
First six months of experience .....	273,50	278,00
Second six months of experience .....	283,00	287,50
Second year:		
First six months of experience .....	295,00	299,50
Thereafter, the wage specified in (a), i.e. ....	325,00	330,00

	Wage per week for the period 1 Jul 2004 to 31 Dec 2004	Wage per week from 1 Jan 2005
	R	R
<b>(b) If advanced to learner cutter:</b>		
First six months from date of advancement.....	325,00	330,00
Second six months from date of advancement .....	387,50	393,50
Third six months from date of advancement .....	425,00	431,50
Fourth six months from date of advancement .....	467,50	474,50
Thereafter, the wage specified for a qualified cutter, i.e. ....	534,00	542,00
Clicker:		
(a) Qualified .....	395,00	401,00
(b) Learner:		
First year of experience .....	291,50	296,00
Second year of experience .....	333,50	338,50
Thereafter, the wage specified in (a), i.e. ....	395,00	401,00
Tracer:		
(a) Qualified .....	370,00	375,50
(b) Learner:		
First year:		
First six months of experience .....	291,50	296,00
Second six months of experience .....	312,00	317,00
Second year:		
First six months of experience .....	332,00	337,00
Thereafter, the wage specified in (a), i.e. ....	370,00	375,50
<b>Part B—Factory Operatives</b>		
Clothing machine mechanic:		
(a) Qualified .....	690,50	700,50
(b) Learner:		
First year:		
First six months of experience .....	381,50	387,50
Second six months of experience .....	422,00	428,50
Second year:		
First six months of experience .....	464,50	471,50
Thereafter, the wage specified in (a), i.e. ....	507,00	514,50
Third year:		
First six months of experience .....	553,50	562,00
Second six months of experience .....	599,50	608,50
Thereafter, the wage specified in (a) i.e. ....	690,50	700,50
Grade A employee:		
(a) Qualified .....	422,00	428,50
(b) Learner:		
First year:		
First six months of experience .....	293,00	297,50
Second six months of experience .....	316,00	321,00
Second year:		
First six months of experience .....	337,00	342,50
Second six months of experience .....	358,50	364,00

	Wage per week for the period 1 Jul 2004 to 31 Dec 2004	Wage per week from 1 Jan 2005
	R	R
Third year:		
First six months of experience .....	383,00	389,00
Thereafter, the wage specified in (a), i.e. ....	422,00	428,50
Grade B employee:		
(a) Qualified .....	354,50	360,00
(b) Learner:		
First year:		
First six months of experience .....	287,50	292,00
Second six months of experience .....	303,50	308,50
Second year:		
First six months of experience .....	319,50	324,50
Thereafter, the wage specified in (a), i.e. ....	354,50	360,00
(c) If advanced to Grade A employee:		
First six months from date of advancement.....	354,50	360,00
Second six months from date of advancement .....	358,50	364,00
Third six months from date of advancement .....	383,00	389,00
Thereafter, the wage specified for a qualified Grade A employee, i.e. ....	422,00	428,50
Grade C employee:		
(a) Qualified .....	316,00	321,00
(b) Learner:		
First year:		
First six months of experience .....	281,00	285,50
Second six months of experience .....	290,50	295,00
Thereafter, the wage specified in (a), i.e.....	316,00	321,00
(c) If advanced to Grade B employee:		
First six months from date of advancement.....	316,00	321,00
Second six months from date of advancement .....	319,50	324,50
Thereafter, the wage specified for a qualified Grade B employee, i.e. ....	354,50	360,00
Underpresser, blocker:		
(a) Qualified .....	319,50	324,50
(b) Learner:		
First year:		
First six months of experience .....	273,50	278,00
Second six months of experience .....	283,00	287,50
Second year:		
First six months of experience .....	295,00	299,50
Second six months of experience .....	319,50	324,50
(c) If advanced to learner presser:		
First six months from date of advancement.....	319,50	324,50
Second six months from date of advancement .....	383,00	389,00
Thereafter, the wage specified for a qualified Grade A employee, i.e. ....	422,00	428,50

	Wage per week for the period 1 Jul 2004 to 31 Dec 2004	Wage per week from 1 Jan 2005
	R	R
<b>Part C—Clerical employees</b>		
Clerk:		
(a) Qualified .....	467,50	474,50
(b) Learner:		
First year of experience .....	339,50	345,00
Second year of experience .....	372,50	378,50
Third year:		
First six months of experience .....	408,00	414,50
Thereafter, the wage specified in (a), i.e. ....	467,50	474,50
Factory Clerk:		
(a) Qualified .....	345,50	351,00
(b) Learner:		
First year of experience .....	272,50	277,00
Second year of experience .....	292,00	296,50
Third year:		
First six months of experience .....	315,00	320,00
Thereafter, the wage specified in (a), i.e. ....	345,50	351,00
<b>Part D—General</b>		
Boiler attendant .....	326,50	331,50
Despatch packer.....	337,50	343,00
General worker .....	315,00	320,00
Labourer .....	319,50	324,50
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle is as follows:		
(a) Under 2 720 kg .....	355,00	360,50
(b) 2 720 kg and over .....	407,00	413,00
Supervisor, quality controller and instructor .....	434,50	441,00
Traveller's driver .....	355,00	360,50
Watchman or caretaker, whose ordinary hours of work are—		
(a) less than 60 hours per week.....	368,50	374,00
(b) 60 hours per week .....	387,50	393,50

(2) Substitute the following for subclause (12):

“(12) **Transitional provision following the 2004 negotiations:** In addition to the wage that an employee is entitled to in terms of this Agreement, he shall be entitled to receive, by no later than six weeks from the date from which the Minister declares the Agreement binding by publication in the *Government Gazette* (hereinafter referred to as “implementation date”) and in equal weekly instalments, an amount equal to the difference between the remuneration paid to him calculated from 1 July 2004 or 1 January 2005, as the case may be, until the implementation date and the remuneration based on his wage, as specified in this agreement, calculated from 1 July 2004 or 1 January 2005, as the case may be, until the implementation date.”.

Signed at Cape Town on behalf of the parties this 2nd day of December 2004.

**M. W. SIDONS**  
Chairperson

**C. O. JEFTHA**  
Vice Chairperson

**W. A. ROBERTS**  
Acting General Secretary



No. R. 44

28 January 2005

## LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY: EXTENSION TO NON-PARTIES OF MAIN COLLECTIVE AMENDING AGREEMENT FOR THE NORTHERN REGION (KNITTING)**

I, Membathisi Mphumzi Shepherd Mdladlana, 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 National Bargaining Council for the Clothing Manufacturing Industry 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 31 January 2005, and for the period ending 30 June 2005.

**M. M. S. MDLADLANA**

Minister of Labour

No. R. 44

28 Januarie 2005

## WET OP ARBEIDSVERHOUDINGE, 1995

**NASIONALE BEDINGINGSRAAD VIR DIE KLERASIEVERVAARDIGINGSNYWERHEID: UITBREIDING NA NIE-PARTY VAN HOOF KOLLEKTIEWE WYSIGINGSOOREENKOMS VIR DIE NOORDELIKE STREEK (BREI-AFDELING)**

Ek, Membathisi Mphumzi Shepherd Mdladlana, 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 Nasionale Bedingingsraad vir die Klerasievervaardigingsnywerheid 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 31 Januarie 2005, en vir die tydperk wat op 30 Junie 2005 eindig.

**M. M. S. MDLADLANA**

Minister van Arbeid

**SCHEDULE****NATIONAL BARGAINING COUNCIL FOR THE CLOTHING MANUFACTURING INDUSTRY MAIN COLLECTIVE AGREEMENT FOR THE NORTHERN REGION (KNITTING)**

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

**Transvaal Clothing Manufacturers' Association**

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

**Southern African Clothing and Textile Workers' Union**

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the National Bargaining Council for the Clothing Manufacturing Industry, to amend the Agreement published under Government Notice No. R. 106 of 7 February 2003, as amended, extended and re-enacted by Government Notice Nos. R. 787 and R. 788 of 20 June 2003, R. 1270 of 12 September 2003, R. 514 and R. 515 of 30 April 2004 and R. 1181 of 15 October 2004.

**1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed—
- (a) by all employers who are the members of the employers' organisation and are engaged in the Knitting Industry, and by all employees who are members of the trade union and who are employed in the Industry;
  - (b) in the Magisterial Districts of Alberton, Benoni, Germiston, Johannesburg and Roodepoort, as well as only those portions of the City of Tshwane, including only those portions of the Southern Pretoria Metropolitan Substructure, the Central Pretoria Metropolitan Substructure and the Northern Pretoria Metropolitan Substructure established in terms of the Premier of the Province of PWV Proclamation No. 38 of 1994 published in *Provincial Gazette Extraordinary* No. 5064 of 8 December 1994 as amended by the Premier's Notice No. 43 of 1995 published in *Provincial Gazette Extraordinary* No. 66 of 1 September 1995, which previously made up the "municipal area of Pretoria" as such existed immediately prior to the establishment of the Transitional Metropolitan Council with Transitional Metropolitan Substructure in respect of the Greater Pretoria Metropolitan Area published under aforementioned Proclamation No. 38 of 1994.

(2) Clauses 1 (1) (a) and 2 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade union, respectively.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Collective Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Act, and shall remain in force until 30 June 2005.

## 3. CLAUSE 1: SCOPE OF APPLICATION OF AGREEMENT

Substitute the following for subclause 1 (b):

- (b) in the Magisterial Districts of Alberton, Benoni, Germiston, Johannesburg and Roodepoort as well as only those portions of the City of Tshwane, including only those portions of the Southern Pretoria Metropolitan Substructure, the Central Pretoria Metropolitan Substructure and the Northern Pretoria Metropolitan Substructure established in terms of the Premier of the Province of PWV Proclamation No. 38 of 1994, published in *Provincial Gazette Extraordinary* No. 5064 on 8 December 1994, as amended by the Premier's Notice No. 43 of 1995 published in *Provincial Gazette Extraordinary* No. 66 of 1 September 1995, which previously made up the "municipal area of Pretoria" as such existed immediately prior to the establishment of the Transitional Metropolitan Council with Transitional Metropolitan Substructures in respect of the Greater Pretoria Metropolitan Area published under aforementioned Proclamation No. 38 of 1994."

Signed at Cape Town on behalf of the Parties this 2nd day of December 2004.

**M. W. SIDONS**

Chairperson

**C. O. JEFTHA**

Vice-Chairperson

**W. A. ROBERTS**

Acting General Secretary

**No. R. 58**

**28 January 2005**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

### METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: MAIN COLLECTIVE AGREEMENT

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos. R. 542 of 30 April 2004 and R. 1165 of 8 October 2004, with effect from 7 February 2005.

**M.M.S MDLADLANA**

Minister of Labour

**No. R. 58**

**28 Januarie 2005**

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

### METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: HOOF KOLLEKTIEWE OOREENKOMS

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskenisgewings Nos. R. 542 van 30 April 2004 en R. 1165 van 8 Oktober 2004, in, met ingang van 7 Februarie 2005.

**M.M.S MDLADLANA**

Minister van Arbeid

**No. R. 59****28 January 2005****LABOUR RELATIONS ACT, 1995****METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF RE-ENACTING AND AMENDING MAIN COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, 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 the Industry, with effect from 7 February 2005, and for the period ending 30 June 2005.

**M.M.S MDLADLANA****Minister of Labour****No. R. 59****28 Januarie 2005****WET OP ARBEIDSVERHOUDINGE, 1995****METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN KOLLEKTIEWE HERBEKRAGTIGINGS- EN WYSIGINGSOOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, 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 van die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 7 Februarie 2005, en vir die tydperk wat op 30 Junie 2005 eindig.

**M.M.S MDLADLANA****Minister van Arbeid****SCHEDULE****METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL  
RE-ENACTING AND AMENDING MAIN COLLECTIVE AGREEMENT**

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

- Association of Electric Cable Manufacturers of South Africa**
- Association of Metal Service Centres of South Africa**
- Border Industrial Employers' Association**
- Babalegi Metal Industries Association**
- Bright Bar Association**
- Cape Engineers' and Founders' Association**
- Consolidated Association of Employers of South Africa (CAESAR)**
- Constructional Engineering Association (South Africa)**
- Covered Conductor Manufacturers' Association**
- Electrical Engineering and Allied Industries Association**
- Electric Manufacturers' Association of South Africa (EMASA)**
- Electronics and Telecommunications Industries Association**
- Federated Employers' Organisation of South Africa (FEOSA)**
- Gate and Fence Association**
- Hand Tool Manufacturers' Association (HATMA)**
- KwaZulu-Natal Engineering Industries Association**
- Lift Engineering Association of South Africa**

**Light Engineering Industries Association of South Africa**  
**Materials Handling Association**  
**Non-ferrous Metal Industries Association of South Africa**  
**Plastics Convertors' Association of South Africa**  
**Port Elizabeth Engineers' Association**  
**Pressure Vessel Manufacturers' Association of South Africa**  
**Radio, Appliance and Television Association of South Africa (RATA)**  
**Refrigeration and Air-Conditioning Manufacturers' and Suppliers Association**  
**Sheetmetal Industries' Association of South Africa**  
**Small Enterprise Employers of South Africa (SEESA)**  
**SA Electro-Plating Industries Association**  
**SA Engineers' and Founders' Association**  
**SA Fastener Manufacturers' Association (SAFMA)**  
**SA Refrigeration and Air-conditioning Contractors' Association (SARACCA)**  
**SA Posts Tensioning Association (SAPTA)**  
**SA Pump Manufacturers' Association**  
**SA Reinforced Concrete Engineers' Association (SARCEA)**  
**SA Value and Actuator Manufacturers' Association (SAVAMA)**  
**SA Wire and Wire Rope Manufacturers' Association**

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

**Chemical Energy, Paper, Printing, Wood and Allied Workers' Union (CEPPWAWU)**  
**Metal and Electrical Workers' Union of South Africa**  
**Solidariteit/MWU-Solidarity/MWU**  
**United Association of SA (UASA)**  
**National Union of Metalworkers of South Africa (NUMSA)**  
**SA Equity Workers' Association (SAEWA)**

(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**

### **CONDITIONS OF EMPLOYMENT**

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

- (1) The terms of this Agreement shall be observed—
  - (a) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa;
  - (b) in the Provinces of the Transvaal and Natal by the section in the Industry concerned with the installation, repair and servicing of radios, refrigerators and domestic electrical appliances;
  - (c) in the Magisterial Districts of Durban, East London, Johannesburg, Pietersburg, Pinetown and The Cape by the section of the Industry concerned with radio manufacture;
  - (d) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions.
- (2) Notwithstanding the provisions of clauses 1 (1) (d), 2 and 3 the terms of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.
- (3) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to the following:
  - (a) The installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;

- (b) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Boksburg, Johannesburg, Pietermaritzburg and Vereeniging;
  - (c) the manufacture of aluminium sheet and/or foil, and interrelated operations;
  - (d) the installation and/or repair and/or maintenance of electrical lifts and escalators;
  - (e) the production of iron and/or steel and/or ferro-alloys;
  - (f) 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 1 of the 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;
  - (g) the manufacture of tungsten carbide (hard metal);
  - (h) the 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, that are primarily intended for use in accounting and/or business and/or calculation and/or office and/or educational procedures;
  - (i) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
  - (j) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and of the Orange Free State;
  - (k) the manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining;
  - (l) the undertaking of Union Steel Corporation of South Africa (Pty) Limited in the Magisterial District of Vereeniging, Transvaal;
  - (m) 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;
  - (n) 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;
  - (o) the undertaking of Billiton Aluminium SA (Pty) Ltd, in the Magisterial District of Lower Umfolozi;
  - (p) 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;
  - (q) the erecting, on site, of products referred to in the preamble to Divisionj D/7 of Part II of the Agreement published under Government Notice No. R. 404 of 31 March 1998;
  - (r) the servicing and/or maintenance and/or repairing of lawn-mowing machines, cultivators, sickle-cutters, grass-cutters, edge-trimmers, chainsaws and/or parts and/or components thereof.
- (4) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
- (a) apprentices only to the extent to which the terms are not inconsistent with the provisions of the Manpower Training Act, 1981, and learners in terms of Chapter IV of the Skills Development Act, No. 97 of 1998, or any contract entered into or any conditions fixed thereunder; and
  - (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as the terms are not inconsistent with the provisions of the Act or any conditions fixed thereunder.
- (5) Notwithstanding the limitation of the Agreement to the operations therein scheduled—
- (a) the provisions of the clauses relating to leave pay, additional pay and leave enhancement pay or Part I of the Agreement published under Government Notice No. R. 404 of 31 March 1998 shall apply to all employees employed in operative processes receiving a rate of pay equivalent to or more than that prescribed from time to time in the Agreement for Rate D employees, whether paid weekly or monthly, but excluding payment for overtime;
  - (b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate H as prescribed from time to time in Part II of this Agreement and for the purposes of this paragraph, "employed in a manufacturing or production process" shall apply to those employees whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement. This provision shall not apply to the work carried out by administrative staff and/or those employees employed in non-production operations.
- (6) The conditions of employment of watchmen shall be regulated by the provisions of this Agreement, except in respect of ordinary working hours, which shall be a maximum of 44 hours per week.

## 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 June 2005.

## 3. SPECIAL PROVISIONS

The provisions contained in clause 28 of the Agreement published under Government Notice No. R. 404 of 31 March 1998, as re-enacted and amended under Government Notices Nos. R. 1491 of 27 November 1998, R. 941 of 6 August 1999, R. 1128 of 17 November 2000, R. 1051 of 26 October 2001, R. 138 of 8 February 2002, R. 1082 of 16 August 2002, R. 570 of 2 May 2003, R. 1374 of 3 October 2003, R. 542 of 30 April 2004 and R. 1165 of 8 October 2004 (hereinafter referred to as the "former Agreement"), shall apply to employers and employees.

## 4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 27 and 29 to 46 of Part I and Part II of the former Agreement shall apply to employers and employees.

## 5. CLAUSE 8: PAYMENT OF EARNINGS

Substitute the following for subclause (1) (b):

- "(1) (b) Every employee shall, on payment, be given a statement showing the name and address of the employer, the name and occupation of the employee, his total earnings, ordinary time and overtime payments, allowances, deductions and the number of shifts accrued towards holiday leave."

## 6. CLAUSE 11: PAYMENT FOR PUBLIC HOLIDAYS

Substitute the following for subclause (1) (a):

- "(1) (a) If an employee does not work on a public holiday that falls on a day which otherwise is an ordinary working day for such an employee, including periods of shorttime and lay offs, he shall be paid at his ordinary rate for the ordinary working hours of that day of the week."

## PART II

## 7. CLAUSE 4: TECHNICAL SCHEDULES

Substitute the following for the existing section, "Rate A (n.e.s.)":

### "RATE A (n.e.s.)

1. Angle and plate smithing
2. Architectural and/or ornamental metal working
3. Armature winding
4. Automotive machining and fitting
5. Blacksmithing
6. Bricklaying and/or refractory bricklaying and/or masonry work
7. Carpentry and/or joinery (excluding the preparation of packaging and rough crating)
8. Can making
9. Constructional boilermaking
10. Constructional pipe fitting
11. Constructional steelworking
12. Coppersmithing
13. Die and/or jig and/or tool and/or gauge making and/or repairing
14. Die-sinking and/or engraving
15. Diesel fitting
16. Domestic appliance mechanic's work
17. Electrical fitting
18. Electrical maintenance work and/or installation and/or repair work
19. Electrician's work
20. Electroplating
21. Erecting and/or assembling (supervisory work on site)
22. Electronics mechanic's work
23. End making
24. Fitting and turning
25. Fitting (including machining)
26. Inspecting when performed by inspectors having journeyman qualifications

27. Instrument making and/or repairing
28. Instrument mechanic's work (industrial instrumentation and process control)
29. Lift and/or escalator mechanic's work
30. Lithography (metal decorating)
31. Locksmithing
32. Machine tool setting up and/or toolsetting
33. Marking out and/or marking off
34. Millwrighting (electromechanical)
35. Motor vehicle repairing
36. Moulding and/or coremaking
37. Operating arc and/or gas welding machines on pressure vessels
38. Patternmaking
39. Plating and/or boilermaking
40. Plumbing
41. Radio communications serviceman's work
42. Radio and/or television repairer's work, etc.
43. Radio and television mechanic's work
44. Radiotrician's work
45. Refrigeration mechanic (commercial and industrial)
46. Rigging and/or splicing
47. Riveting and/or caulking pressure vessels
48. Roll tool and templet making
49. Roll turning
50. Scale making and/or repairing
51. Sheetmetal working
52. Shipwrighting and boatbuilding
53. Outboard/Inboard Engine Mechanic
54. \*Ship's plumbing
55. Signwriting
56. Telecommunications electrician's work
57. Telephone communications electrician's work
58. Templet making
59. Testing (pressure vessels)
60. Turning (including machining)
61. Universal milling and/or universal grinding and/or universal machining

\* 'Ship's plumbing' means work on ships for all sanitary purposes and/or water services and/or domestic heating, washing or drinking purposes.

62. Vehicle body building and/or repairing—composite and/or metal
63. Welding and/or brazing
64. Woodmachining and/or woodworking (excluding the preparation of packaging and rough crating)
65. Tool and cutter grinding
66. Forklift mechanic's work
67. Telecommunication mechanic's work
68. Tractor mechanic's work".

## 8. SCHEDULE D

Insert the following new Division D/33:

### "DIVISION D/33

#### METAL CONTAINER MANUFACTURING

The following operations in the manufacture and/or assembly of commercial plain and/or lithographed metal containers and/or metal container parts from sheet metal of a gauge not exceeding 2,108 mm excluding all managerial positions (for example, shift foremen, shift managers, line leaders, controllers and all other salaried staff) and further excluding the manufacture of such containers and/or parts and/or components kby any person for the packaging of his own products and/or goods and/or merchandise.

#### RATE A

1. Can making
2. End making
3. Lithography (metal decorating)
4. Die and/or jig and/or tool and/or gauge making and/or repairing
5. Electrical maintenance and/or installations and/or repair work

6. Fitting and turning
7. Fitting (including machining) in the mechanical maintenance of machinery and/or equipment
8. Machine tool setting up and/or tool setting
9. Mechanical fitting including running adjustments and maintenance in the operation of in-line bottle crown closure manufacture lining machines
10. Millwrighting (electromechanical)
11. Carpentry and/or joinery (excluding the preparation of packaging and rough crating)
12. Universal milling and/or universal grinding and/or universal machining
13. Electronics mechanics work
14. Grinding in the maintenance and/or repair and/or restoration and/or refurbishing of used dies.

**RATE AA (n.e.s.)**

1. Buffing and/or polishing of used drawing dies to establish possible re-sizing potential only (excluding any machine) including receiving of re-sized dies, checking, measuring, gauging, recording and storing

**RATE B**

1. Operating and/or attending de-ionizing baths and/or effluent plants including adding and/or regulating deposition of additives, drawing and laboratory testing of samples and recording and advising results and completing documentation
2. Sectional supervisory or lower rated employees

**RATE C**

1. Tabulator and/or venting and/or peaking and/or high metal exposure testing of products including sleeve counting on pre-calibrated special purpose machines and/or equipment including recording and documenting data
2. Inspection and/or testing of products during the production process including checking with adjustable measuring instruments and recording of data
3. Setting up of production machinery and/or equipment (excluding machine tool setting up and/or tool setting)
4. Operating and/or attending a varnish and/or lacquer roller coat drying machine/oven including removing and/or replacing and/or adjusting and/or setting of rollers and regulating rate of flow including recording data
5. Setting (n.e.s.) excluding machine tool setting up and/or tool setting of dies and/or fixtures and/or stops and/or jigs and/or guides and/or tips on production machines

**RATE D**

1. Automatic welding where the welding head is automatically fed and the speed of the weld automatically controlled
2. Press operating (n.e.s.) excluding setting
3. Tool grinding in jigs

**RATE DD**

1. Positioning and/or bolting down of die sets in pre-located positive guides on presses of capacity up to 50 tons prior to setting by a Rate C setter
2. Repetition operation of a semi-automatic plate edge grinding machine where the operator is not required to grind to marks and/or sixes (excluding setting up)
3. Welding and/or brazing to fixtures or parts so located as to obviate the need for a fixture (weld length not to exceed 55 mm and material thickness not to exceed 1,208 mm)
4. Repetition operation and/or attending a semi-automatic special purpose scrap sorting palletizing machine where the manual operations are limited to loading, starting, attending, visual checking and manual removal of defective products, positioning of layer pads, strapping, scanning, affixing labels, lowering production and completion documentation

**RATE DDD**

1. Operating and/or feeding and/or off-loading of material from fixed air and/or hydraulically operated stacking units preparatory to and/or after varnish and/or lacquer coating



**RATE E**

1. Palletizer (working under supervision). Operating material handling equipment to move finished products from production machines. Checking carton quantities and sealing cartons. Stacking cartons on pallets. Operating stretch-film wrapping machine and/or strapping finished products by special purpose pre-set strapping machine (excluding setting up)
2. Operating stretch-film wrapping machine
3. Requisitioning, receiving, recording and positioning of materials, consumables, parts and/or components at work stations including completing documentation

**RATE F**

1. Spoilage recorder including completion of documentation
2. Drop testing of finished products under supervision of a Rate AA to D employee
3. On-line process inspection using pre-calibrated fixed non-adjustable go and/or no go gauges
4. Operating power driven guillotine to stops (excluding setting up)
5. Mixing of ink to specified programmes and checking of stock
6. Silk screening

**RATE G**

1. Repetition operation and/or attending of a pre-set fully automatic magazine-fed bottle crown closure machine where the manual operations are limited to switching on the machine, pre-heating, starting and stopping the machine
2. Assembling of pre-manufactured components from stock requiring no fitting and/or adjusting but including deburring
3. Beading and/or seaming and/or grooving and/or trimming and/or curling and/or wiring and/or dishing and/or flanging and/or locking double side top and bottom
4. Carton maker (working under supervision) including visual checks on carton quality
5. Leak testing of finished products other than by pressure testing
6. Loading of rolled sheet coils onto uncoiler or de-reeler and setting release lever under supervision of a Rate A to D employee
7. Operating pre-curling sealant dispensing machine where the manual operations are limited to starting, loading and stopping the machine (excluding setting up)
8. Repetition application of flow-in gasket insulating material by machine
9. Repetition bending and/or forming and/or expanding by machine to jigs and/or dies and/or stops and/or length gauges (excluding press-brake and excluding setting up)
10. Repetition blanking and/or piercing by press using guides and/or jigs and/or stops and/or dies (excluding press-brake)
11. Repetition butt and/or spot and/or flash and/or seam and/or projection and/or resistance and/or percussion welding by machine
12. Repetition corrugating of bodies to dies (excluding setting of dies)
13. Repetition cutting and/or slitting and/or shearing to stops and/or jigs and/or length gauges and/or fixtures and/or marks (excluding power driven guillotines and excluding setting up)
14. Repetition machine punching and/or slotting and/or notching and/or embossing and/or necking and/or quad-necking and/or drawing to dies and/or jigs and/or guides and/or stops (excluding press-brake)
15. Repetition roller bending and/or roller forming and/or re-rolling
16. Repetition swedging to pre-set dies
17. Touching up with paint and/or prime coating
18. Visual inspection of parts and/or components on line in process
19. Mass measuring of raw material to pre-determined limits
20. Operating box stapling machine
21. Assisting in removing and/or replacing of dies and/or press tools (excluding setting up) under instruction of a Rate C setter
22. Repetition hydraulic testing and/or testing by air (excluding setting up of testing equipment)
23. Repetition operation and/or attending a special purpose strapping machine where the manual operations are limited to loading, setting machine in motion, stopping and/or unloading the machine
24. Connecting of pipes and/or hoses, selecting valve positions and pumping of compound into holding tanks.

**RATE H**

1. Dressing and/or deburring by hand and/or by grinding and/or by portable power tools
2. Operating bundle turning machine where the manual operations are limited to starting and stopping the machine
3. Packing and/or hand wrapping and/or hand strapping and/or hand stapling and placing of finished goods onto pallets for dispatch
4. Preparing and/or stamping and/or affixing of product labels and/or nameplates
5. Spraying of enamel and/or paint
6. Application of anti-corrosive and/or anti-fouling and/or protective coatings
7. Oiling and/or greasing
8. General labouring
9. Scrap collecting, binning and removal by hand-drawn trolley jacks
10. Cleaning of used printers plates by hand using a solvent
11. Metal cleaning by acid and/or by degreasing and/or by pickling and/or by rinsing and/or by fluxing

**VEHICLE DRIVING—EXTERNAL TRANSPORT INCLUDING FORKLIFT DRIVING****RATE F**

Forklift driving of power-operated forklift controlled from on board by the operator

**RATE E**

Driving of a load-carrying or hauling vehicle which requires a Code 08 light motor-vehicle licence to be held by the driver

**RATE DD**

Driving of load-carrying or hauling vehicle which requires a Code 10 heavy motor-vehicle licence or a Code 11 extra-heavy motor-vehicle licence to be held by the driver

**RATE C**

Driving of a load-carrying or hauling vehicle which requires a code 13 or 14 heavy articulated motor-vehicle licence to be held by the driver

**NOTES**

1. The wages payable for vehicle driving and/or forklift driving are listed in clause 3 (b) of Part II of the Agreement.
2. "Pay-load" means the nett carrying capacity or nett load which a vehicle may carry or haul in terms of any Motor Carriers' Certificate or Certificate of Exemption issued in respect of such vehicle by a Local Road Transportation Board in terms of the Motor Carrier Transportations Act, 1930, including any trailer while attached thereto, or in the absence of such stipulation in any such certificate, the load specified in any certificate issued by the Council.

**CRANES AND HOISTS****RATE B**

Crane driving—power-operated jib cranes and/or cab-operated overhead cranes (n.e.s.)

**RATE D**

1. Crane driving—floor-operated power cranes powered in all three directions and controlled by one man so employed
2. Crane driving (n.e.s.) power-operated jib cranes and/or cab-operated overhead cranes and/or floor-operated cranes, powered in all three directions and controlled by one man so employed in stores and/or stockyard and/or fettling and/or service gantry and/or scrap yard areas

For the purposes of the above, "stores and/or stockyards and/or fettling and/or service gantry and/or scrap yard areas" means such areas used exclusively for such purposes and does not include the performance of work and/or other activities extraneous to functions conducted in such areas

Further, the duties of crane driving as specified in Rate D shall be confined to work within the areas above specified. If the crane driving does not fall within the above provisions and/or if it extends beyond the areas abovementioned, the wage provisions relating to Rate B shall obtain and have preference

**RATE F**

Crane driving—non-slewing jib cranes

**RATE G**

Crane operating (n.e.s.)

**RATE G**

Operating power-driven hoist fixed or moved by hand or power (not under supervision)

For the purposes of this sub-clause, manually, mechanically or hydraulically operated loaders attached or fitted to a vehicle as defined above shall not be regarded as a crane or hoist.

**STORES OPERATIONS****RATE AA**

Inventory and/or stores control including supervision of Rate E employees in tool and/or stock and/or material stores directly linked to the shop floor and/or production process

**RATE E**

Receiving, locating, preparing and issuing materials, tools and/or stock from requisition lists in tool and/or stock and/or material stores directly linked to the shop floor and/or production process (n.e.s.) including the following:

- Selection of stock
- Checking and recording of stock
- Operation of material handling equipment

**RATE H**

General labouring including packing, stocking, loading, unloading and cleaning duties in tool and/or stock and/or material stores directly linked to the shop floor and/or production process

**NOTES:**

1. No person other than a journeyman or an apprentice may be employed on work classified under Rate A in the Agreement without the prior permission of the Council.
2. A committee comprising employers and trade union representatives from the Metal Container Sector shall be appointed to—
  - (a) consider any interpretational issues or disputes arising from this technical schedule;
  - (b) make recommendations to the Metal and Engineering Industries Bargaining Council (M.E.I.B.C.) on any exemptions received from a metal Container Manufacturing company."

Signed at Johannesburg for and on behalf of the parties this 5th day of November 2004.

**L. TRENTINI**

Member

**L. MTHIYANE**

Member

**A. SMITH**

Chief Executive Officer

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