

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 2572

7 October 2022

LABOUR RELATIONS ACT, 1995

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF
THE PLASTIC INDUSTRY MAIN COLLECTIVE AGREEMENT TO NON-PARTIES**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) read with section 32(5) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the **Metal and Engineering Industries Bargaining Council** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 2025.


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

ANNEXURE A

**METAL AND ENGINEERING INDUSTRIES
BARGAINING COUNCIL**

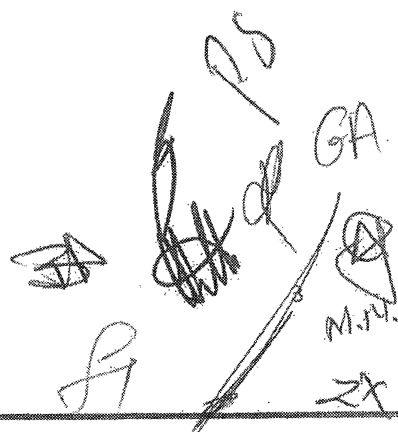
**CONSOLIDATED 2021/2025
PLASTIC INDUSTRY MAIN
COLLECTIVE AGREEMENT**

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CHAPTER 1

CLAUSE 1: SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed -
 - (a) in the Plastic Industry, as set out in the registered scope of the MEIBC, throughout the Republic of South Africa;
 - (b) by all employers who are members of the employers' organisation and by all employees who are members of all the trade unions recognised by the MEIBC in respect of any conversion of polymer.
- (2) The provisions of clauses (1)(1)(b) of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions respectively.

CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT

- (1) This Agreement shall bind to parties to the agreement from date of signature until 30 June 2025; and
- (2) This Agreement shall bind non-parties in terms of section 32 of the LRA as determined by the Minister of Employment and Labour, and shall remain in force until the date determined by the Minister of Labour.

CLAUSE 3: DEFINITIONS

Any reference in this Agreement to the Republic of South Africa shall be deemed to be those areas and/or Provinces as they existed immediately after the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993). Any expressions used in this Agreement which are defined in the Labour Relations Act, as amended, 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, (as amended). The definitions as listed in Section 213 of the Act must be read as incorporated herein.

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'Apprentice' means an employee serving under a written contract of Apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981, and includes a minor employed on probation in terms of the Act or a trainee in terms of the Atrami Agreement, as well as a learner in terms of Chapter IV of the skills Development Act, 1998 (definition of —apprentice) substituted by R.1829 of 24 December 2003)

'Continuous employment' means any period during which an employee has been continuously employed by the same employer and for the purposes of this Agreement periods of employment with the same employer broken by not more than 12 month's from the date of termination of employment;

'Continuous processes' means activities within a business or organization that are ongoing and sustained, and that are not designed to cease except for in an emergency;

'Council' means the Metal and Engineering Industries Bargaining Council;

'employee' means an employee whose minimum rate of pay or activity is scheduled in this Agreement or an employee employed under exemption from this Agreement or under conditions determined by the Council, or an Apprentice;

'Employer' means any person [including a temporary employment service as defined in section 198(1) of the Labour Relations Act] who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person in any manner to assist him in the carrying on or conducting of his business;

'Employ of the same employee' and 'employment with the same employer' shall, for the purposes of Clauses 12(2)(a) and 14(1) of this Agreement, include unbroken employment in the same business carrying on activities which fall within the scope of the Industry whether or not the ownership of that business has altered as a result of sale, change of control, amalgamation, reconstruction, liquidation, compromise with creditors or otherwise;

'Establishment' means any premises wherein or whereon the activities of the Industry, or part thereof, as herein defined, are carried on;

'hourly rate' means the basic rate per hour for the class of work scheduled in this Agreement or, whichever is the greater, the actual basic rate per hour the employee is receiving, and 'ordinary hourly rate' means the hourly basic rate for ordinary time excluding Public Holiday Pay, overtime and allowances;

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'Law' includes Common Law;

'Plastic Industry' as defined in the certificate of registration of the MEIBC;

'PNF' means the Plastics Negotiation Forum;

'Public holiday' means New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill, as specified in Schedule 1 of the Public Holidays Act, 1994 (Act No 36 of 1994) or any other day so declared by the President of South Africa in a proclamation published in a Government Gazette: Provided that whenever any public holiday falls on a Sunday, the following Monday shall be a public holiday; and provided further that any public holiday may be exchanged for any other ordinary working day as mutually agreed upon.

'Journeyman' means an employee who has completed a contract of Apprenticeship under the Manpower Training act, 1981, or a contract of Apprenticeship recognised by the Council in any one of the classes of work specified who is in possession of a certificate recognised or issued by the Council enabling him to be employed as a journeyman;

'Regions' means the Magisterial Districts as defined in the Constitution of the Bargaining Council;

'TES' means temporary employment services as defined in Section 198 of the Act;

'Trainee' means an employee under training in terms of section 30 of the Manpower Training Act, 1981, on work classified in this Agreement or an employee under training in terms of the provisions of a contract issued or recognised by the Council, which includes contracts under the Artisan Training and Recognition Agreement for the Metal and Engineering Industries, as published under Government Notice R.655 of 8 May 1998.

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CHAPTER 2

CLAUSE 4: HOURS OF WORK

(1) Continuous Working Time Arrangements;

Ordinary working hours will be determined by the enterprise. The Plastic Industry observes continuous operations and working time arrangements should be convenient to accommodate the operational requirements of the enterprise;

(a) The nature and extent of these working arrangements depend on what is operationally acceptable at individual company level and may include the following types of arrangements:

- Compressed working weeks (employees work up to 12 hours per day without receiving overtime payment in return for a shorter workweek)¹;
- Working an unpaid additional hour each week during the year in return for an agreed number of additional days' paid annual leave;
- The operation of shifts at ordinary rates over weekends; and
- Any other working time arrangement agreed between workers and management;
- Any combination of the above.

(b) The additional hours worked by the employee, as a consequence of the implementation and/or adoption of the working time arrangements listed above, shall be paid at ordinary rates of pay. Provided that, in establishments that operate a continuous-process system, an employee shall be deemed to have agreed to observe the shift system, if he accepts work at such an establishment.

(2) Enterprises operating five (5) days per week, which includes any form of rotation other than listed in 1(a) above must observe;

(a) Ordinary hours of work at 40 hours in any one week for—

- (i) employees on day shift and/or night shift;
- (ii) employees working on the two and/or three-shift system.

(b) The ordinary hours per shift in sub-clause 2 shall not exceed —

¹ See Annexure B page 66

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- (i) nine hours in any day if the employee works for five days or fewer in a week; or an employee's ordinary hours of work in terms of sub-clause (1) and 2(a) may by agreement be extended by up to 15 minutes in a day but not more than 60 minutes in a week to enable an employee whose duties include serving members of the public to continue performing those duties after the completion of ordinary hours of work. In any establishment working a two-shift or three-shift system, no employee may work at night time for more than 12 consecutive shifts and no employee may work more than one shift in any period of 24 hours except when a change in the rotation of shifts makes this necessary.
- (c) Subject to sub-clause 1 and Clause 9 (Reduction and Increase of Working Hours) overtime shall be voluntary and unless otherwise authorised by the Council, the maximum overtime that may be worked by an employee in any week, including work on Sundays, shall not exceed 10 hours per week. Provided that in establishments that operate a two or three-shift continuous-process system, which includes up to a maximum of eight hours' overtime in the normal week, an employee shall be deemed to have agreed to regard such overtime as compulsory overtime if he accepts work at such an establishment.
- (3) An employer may, to facilitate the keeping of a record of the starting and stopping times and hours of work of his employees, require them to clock in and out of work and may, before paying to any employee any wages and/or remuneration for any period not recorded by the clock, require that employee to show satisfactory proof of having been at work: Provided that an employee shall be paid in terms of this Agreement for all time recorded by the clock which falls within the starting and stopping times of the shift for that day of the week, excluding meal breaks, as notified by the employer to his employees in terms of sub-clauses (2)(a) and 2(b)(i) and for all time which he is required by the employer to work which does not fall within such starting and stopping times.
- (4) An employee shall not be required or permitted to work for more than five hours continuously without an uninterrupted interval of not less than one hour, during which

interval the employee shall not be required or permitted to perform any work: Provided that—

(a) an employer and the trade union or, where no trade union is involved with the workforce itself, may by mutual consent of not less than the majority of his employees, agree—

(i) to reduce the period of the interval to not less than 30 minutes, in which case the employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each work period before and after the interval, during which periods the employee shall not be required or permitted to perform any work. Such rest intervals shall be deemed to be part of the ordinary hours of work of the employee concerned; or

(ii) to reduce the period of the interval to not less than 30 minutes and to observe a 10-minute rest interval as nearly as practicable to the middle of the morning work period and may further agree to dispense with the afternoon 10 minute rest interval, subject to the proviso that such an arrangement shall mean that the normal finishing time on Fridays shall be advanced by 60 minutes and employees paid for the equivalent time not so worked; or

(iii) when, by reason of any overtime worked, an employer is required to give employees a second interval, such interval may be reduced to an interval of not less than 15 minutes;

(b) except as provided for in sub-clause 4(a)(i), (ii) and (iii) hereof, periods of work interrupted by intervals of less than 60 minutes shall be deemed to be continuous and shall be paid at ordinary rates of pay or overtime where applicable.

(5) An employer who requires an employee to perform night work on a regular basis after 23:00 and before 06:00 the next day must —

(a) inform the employee in writing or orally if the employee is not able to understand a written communication, in a language that the employee understands —

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- (i) of any health and safety hazards associated with the work that the employee is required to perform; and
- (ii) of the employee's right to undergo a medical examination in terms of paragraph (b);
- (b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning the hazards referred to in (a)(i) above –
 - (i) before the employee starts, or within a reasonable period of the employee starting, such work; and
 - (ii) at appropriate intervals while the employee continues to perform such work; and
- (c) transfer the employee to suitable day work within a reasonable time if –
 - (i) the employee suffers from a health condition associated with the performance of night work; and
 - (ii) it is practicable for the employer to do so.

For the purpose of sub-clause (5), an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per month or 50 times per year.

- (6) Every employer shall display in his establishment in a place readily accessible to his employees a notice specifying the starting and finishing times of work for each shift or shifts of the week and the meal hours.

CLAUSE 5: OVERTIME AND PAYMENT FOR WORK ON SUNDAYS

- (1) Time worked by employees after the completion of the usual shifts in the establishment concerned shall be regarded as overtime and be remunerated at one and one-half times the hourly rate subject to the shift system in use.
- (2) Subject to Clause 4(1) and Clause 9 (Reduction and Increase of working hours) overtime shall be voluntary, the maximum overtime that may be worked in any week, including Sundays, shall not exceed 10 hours per week unless excessive overtime is

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authorised by the Council but will not exceed 32 hours per week. The overtime exemption may not exceed a period of six (6) months.

- (3) Where overtime is worked after the completion of the normal hours of a shift the employee shall be allowed a rest period of at least eight hours after completing the overtime before the next normal shift starts.
- (4) If an employee is required to report for work before the usual starting time for that day of the week, he shall be paid at one and one-half times his hourly rate for time worked until the usual starting time of the shift.
- (5) Subject to sub-clause 4(1) and Clause 9 (Reduction and Increase of working hours), if an employee (other than an employee engaged on urgent maintenance, compressed working weeks and/or urgent repairs) works on a Sunday, he shall be paid at double the hourly rate for time worked, with a minimum payment of double the hourly rate for the hours of worked: provided that where the employer provided work to occupy the employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him, such employee shall only be entitled to payment for the period actually worked at ordinary rates of pay.
- (6) An employee employed in an enterprise observing the provisions as defined in sub-clause 4(1) will be entitled to be paid at 1.5 times of normal rates if he/she is required to perform work on the 5th consecutive shift (unscheduled shift) and at 2x normal rates if such employee is required to perform work on the 6th consecutive shift (unscheduled shift) irrespective the calendar day.
- (7) Notwithstanding the provisions of sub-clause (1), where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be remunerated at the employee's ordinary rate of pay: Provided that –
 - (a) if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such

overtime hours shall be remunerated at the employee's ordinary hourly rate of pay; and

- (b) where an employee is absent from work with the permission of his employer or absent on account of certified sickness or circumstances beyond his control, the provisions of this sub-clause shall not apply and the overtime hours worked in such case shall be remunerated at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate or any other proof of cause of absence. Payment under this subsection shall be made as provided for in Clause 6 of this Agreement.

CLAUSE 6: PAYMENT OF EARNINGS

- (1) Except as otherwise agreed, any amount due to an employee in terms of this Agreement shall be paid weekly, by cheque or EFT, on Friday. The EFT payment shall be made by not later than the ordinary stopping time and shall include all payments due to the employee calculated up to and including the shift completed on the preceding Tuesday of the same week: -
- (a) Provided that where employment terminates before the ordinary pay-day, all payments due to the employee in terms of this Agreement shall be paid to him upon his employment so terminating;
- (b) Every employee shall, on payment, be given a statement showing his total earnings, ordinary time and overtime payments, allowances, deductions and the number of shifts accrued towards holiday leave; and
- (c) An employer shall communicate the prevailing method of payment observed in an establishment to a newly employed employee and draw the employee's attention to sub-clause (2)(d), if applicable.
- (2) An employer may, with the consent of the majority of his employees, agree that the provisions of this subsection shall apply to all employees in the establishment.
- (a) Where, by agreement as set out above, the method of payment changes from weekly to monthly, the Council shall be deemed to have approved such agreement: Provided that -

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- (i) all payments due to the employee/s in terms of this Agreement shall be payable to the employee/s on the last Friday of each calendar month;
 - (ii) the monthly remuneration of employee/s shall not be less than the amount the employee/s would have been entitled to, had such employee/s been paid weekly;
 - (iii) employee's salaries shall be increased by not less than the equivalent of any statutory increase payable in terms of this Agreement;
 - (iv) all other provisions of the Agreement shall continue to apply unless otherwise exempted;
 - (v) all contributions payable in terms of any Council Agreement applicable to such employee/s shall be maintained unless the employee/s or the establishment are legally exempted or excluded from payment of such contributions.
- (b) Before converting to monthly payments the employer shall give to the employees concerned and to the Regional Council at least **three months notice** in advance of the introduction of monthly payment, specifying the manner in which payment of earnings shall be made in the establishment.
- (c) Any employee entering into employment in an establishment where the provisions of sub-clause (2)(b) applies, shall be deemed to have accepted such monthly payment as a condition of employment.
- (d) Notwithstanding anything to the contrary contained in this Agreement, payment of leave pay may be made in accordance with the provisions of subsection (2) in the same manner as that by which payment of earnings is made.
- (3) If mealtimes are agreed to in terms of Clause 4(4)(a)(ii), the meal interval of 30 minutes will form part of the ordinary working day.
- (4) Except as otherwise provided in this Agreement, no deduction of any description, other than the following may be made from the amount payable in terms of this Agreement to any employee;

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- (a) for canteen services where the deduction is authorised by stop-order terminable by the employee at not more than 28 days' notice of termination of his agreement to this deduction;
 - (b) where an employee is absent from work, including absence during any unpaid leave granted in extension of the paid leave provided for in this Agreement a pro rata amount for the period of such absence;
 - (c) in the absence of a Collective Agreement, with the written consent of the employee, deductions for sick benefit, insurance, pension and provident funds or contributions to recreation funds;
 - (d) contributions to the funds of the Council;
 - (e) any amount that an employer is obliged by law, ordinance or legal process to pay and has paid on behalf of an employee;
 - (f) where an employer, owing to clerical or accounting or administrative error, or miscalculation, pays an employee any remuneration in excess of the amount legally payable, the employer shall be entitled to recover the amount of the overpayment by deduction from subsequent wages or earnings subject to the following provisions:
 - (i) The deductions may be made from one or more payments of wages or earnings, but no one deduction may exceed **15 percent** of the wages or earnings from which it is deducted;
 - (ii) no such deduction shall be made from any leave pay or leave bonus payable under this Agreement either to the employee or to the Council; and
 - (iii) no such deduction or deductions shall be made unless the employer, in writing, notifies the employee prior to the time of the first deduction, and the Council within seven days of the first deduction of the circumstances under which the overpayment was made, of the amount thereof, and of the amount of the proposed deduction or deductions.
- (3) With the written consent of the employee, deductions in respect of subscriptions to a trade union party to the Council shall be deducted by the employer from the wages of an employee and shall be paid over to the relevant trade union.

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- (6) No premium for the training of an employee shall be charged or accepted by an employer: Provided that this sub-clause shall not apply in respect of training schemes to which the employer is legally required to contribute towards.
- (7) The employer shall keep a record of each payment to each employee for a period of not less than three years. The record must reflect the employee's name, date of birth, job grade, date of engagement, date of termination (where applicable), rate of pay, nature of each payment and, in the case of wages, the total earnings, ordinary time and overtime payments, allowances, deductions and number of shifts accrued towards leave.

CLAUSE 7: PAYMENT FOR PUBLIC HOLIDAYS

- (1) Unless otherwise agreed, an employee shall be deemed to have agreed to work on a public holiday, if he accepts work at such an establishment subject to the following:
- (a) If an employee is not required to work on a public holiday that falls on a day which would otherwise be an ordinary working day for such an employee, he shall be paid at his ordinary hourly rate for the ordinary working hours of that day of the week; or
 - (b) If an employee works on a public holiday that falls on a day which would otherwise be an ordinary working day for such an employee, he shall be paid for the number of hours payable in terms of his ordinary shift and, in addition, he shall be paid at one and one-third times the hourly rate for the hours worked; or
 - (c) If an employee works on a public holiday that falls on a day which would otherwise not be an ordinary working day for such an employee, he shall be paid an amount which shall be not less than the wage payable to such an employee in respect of the time which is ordinarily worked by him on a working day and in addition, he shall be paid at one and one-third times the hourly rate for time worked.

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- (2) Only shifts commencing on the public holiday will be paid as set out in sub-clause 1 above. All hours worked in respect of shifts commencing on the public holiday and ending on an ordinary working day will be paid at public holiday rates of pay.

CLAUSE 8: SHIFT ALLOWANCES

SHIFT ALLOWANCES:

- (1) Enterprises operating in terms of a three shift system shall be required to observe the following: -

DAY SHIFT 06:00 -14:00	NO SHIFT ALLOWANCE
AFTERNOON SHIFT 14:00 – 22:00	8% OF HOURLY RATE, ONLY APPLICABLE AFTER 3 RD CONSECUTIVE SHIFT, ALL SHIFTS INCLUDED
NIGHT SHIFT 22:00 – 06:00	15% OF HOURLY RATE, ONLY APPLICABLE AFTER 3 RD CONSECUTIVE SHIFT, ALL SHIFTS INCLUDED

- (2) Enterprises operating in terms of a two shift or compressed working week shift system shall observe the following: -

DAY SHIFT 06:00 -18:00	NO SHIFT ALLOWANCE
NIGHT SHIFT 18:00 – 06:00	15% OF HOURLY RATE, ONLY APPLICABLE AFTER 3 RD CONSECUTIVE SHIFT, ALL SHIFTS INCLUDED

CLAUSE 9: REDUCTION OR INCREASE OF WORKING HOURS

- (1) An employer may require his employees to work for a lesser number of hours than the ordinary hours of work of his establishment, owing to any one of the following –
- (a) a shortage of work and/or materials in which case an employer shall give his employees, trade union/s involved and the Regional Office of the MEIBC five calendar days' notice of his intention to work short-time, and he shall, so far as is practicable, spread the work available among the employees affected. Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work will be

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made available, such an employee shall receive not less than four hours' work or pay in lieu thereof, in respect of such day. If the employee is not required to attend the establishment, the employer shall advise the employee on the working day immediately preceding the day on which he is not required to attend; or

- (b) unforeseen contingencies and/or circumstances beyond the control of the employer. If the aforementioned circumstances arise, an employer shall not be required to pay wages to his employees, except for the periods actually worked: provided that if the employer believes that work may be resumed and he expressly instructs his employees to present themselves for employment on a particular day, they shall receive not less than four hours' work or pay in lieu thereof, in respect of such day. Unforeseen contingencies and/or circumstances beyond the control of the employer referred to in this paragraph include Regulations and Directions published in terms of the Disaster Management Act and shall not include inclement weather unless declared a disaster.
- (2) The hours worked whilst working short time shall count towards the leave and leave enhancement entitlement of Employees.
- (3) An employer shall notify the Regional Council and trade union/s (if applicable) in the area concerned of the working of short-time –
- (a) in terms of subsection (1)(a) above, at the same time as the employees are notified; and
- (b) in terms of subsection (1)(b) above, within seven days of the occurrence which led to the working of short-time.
- (4) In the event of unforeseen increase in orders the hours of work or amount of days per week may be increased to accommodate for the additional hours required by giving no less than 48 hours' notice (excluding Saturdays and Sundays) to employees, trade union/s and the Council. In applying the aforesaid the employer will observe the following:
- (a) The additional hours worked will be paid at the applicable overtime rates;

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- (b) The notice to the employees and the Council must contain the reason for the additional hours and the estimated period of the increased working hours;
- (c) The work must be spread amongst all employees as far as practicably possible; and
- (d) May not exceed a period of 6 weeks at a time.

CLAUSE 10: STANDBY, CALL-OUT & ACTING ALLOWANCES

STANDBY ALLOWANCE:

- (1) Where an employer requires an employee to be on standby the employee shall be paid an amount of not less than two hours' pay for each period of twenty-four hours or less on standby: Provided that this allowance shall be forfeited if the employee fails to respond to a call-out or if the call-out is within 30 minutes from the end of the employee's normal shift.

CALL-OUT ALLOWANCE:

- (2) Where an employee is called out whilst on standby he shall be paid at the appropriate overtime rates for the time worked with a minimum payment of not less than two hours' overtime.
- (3) Where overtime is worked after the completion of the normal hours of a shift, the employee must be allowed a rest period of at least eight hours before the next normal shift starts. Where the rest period extends into the next shift, then the overlapping period into the shift is regarded as a paid period that the employee is not required to work.
- (4) The above provisions will not affect existing arrangements at establishments on condition that the plant level agreement and/or arrangement is not less favourable than provided for in this Clause.

ACTING ALLOWANCE:

- (5) No employee shall be employed on more than one occupation scheduled in this Agreement at different rates of pay in any one week, including any overtime worked at a higher paid occupation, unless payment is made as if such employee had been

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employed for the whole of that week on the highest-paid occupation: Provided that where a lower-rated employee is requested to act in the capacity of a higher-rated employee for more than 4 hours, the employee must receive an acting allowance, from the first hour of acting, calculated as follows:

- (a) The allowance will be the difference between the employee's current wage rate and the minimum of the higher position, subject to (ii) below;
- (b) In the event the personal wage rate of the employee acting in the higher position is higher than the minimum wage rate of the higher position then the acting allowance for that individual will be 10% of his/her wage rate; and
- (c) Any period of substitution of less than one-half shift in the aggregate in any one week shall not count for payment of the allowance.

CLAUSE 11: WORKING IN TIME ARRANGEMENTS

- (1) An employer, with the support of not less than the majority of his employees covered in this Agreement and affected by the proposed arrangement, obtained via a ballot, may enter into an arrangement to work in time in order to achieve the extension with pay of—
 - (a) any paid public holiday provided for in clause 7 of this Agreement; or
 - (b) periods not ordinarily worked by employees;or
- (2) An employer, may elect to close his establishment—
 - (a) on any ordinary working day; or
 - (b) for any period of work forming part of any ordinary working day, and observe such day as a paid public holiday in doing so exchanging any paid public holiday falling on a Tuesday, Wednesday or Thursday for any other working day of the week.
- (3) Where arrangements to work in time, as referred to in sub clause (1) are entered into such arrangements shall not include working in time on Sundays.

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- (4) Where employment terminates before the date for which time had been worked in, in terms of sub clause (1) all hours so worked shall be deemed to be overtime hours subject to payment at the appropriate overtime rate applicable.
- (5) Time worked in by employees in terms of sub-clauses (1) or (2) shall count towards leave pay and/or leave enhancement pay entitlements as provided for in clauses 12 & 13.
- (6) Where such working-in time arrangements are entered into the employer shall notify the Regional Council concerned thereof within 14 days of such decision, specifying—
- (a) the outcome of the ballot;
 - (b) the day/days for which time will be worked in;
 - (c) the day/days on which such time will be worked in.

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CHAPTER 3

CLAUSE 12: LEAVE PAY

(1) Leave payments provided for in this section shall, subject to paragraphs (a), (b) and (c) hereof, and be computed at the hourly rate as defined in this Agreement which the employee is receiving or entitled to receive on the date of qualification for his paid leave. Leave will be equal to the number of shifts an employee is required to work during a 3 week cycle. Employees will for the first 12 months of his / her employment qualify for 1 days leave every 17 shifts worked.

(a) The leave pay of an employee who takes leave on the date on which he becomes entitled thereto, or who takes leave within four months from the date on which he becomes entitled thereto, as provided for in sub-clause (2)(f), shall be calculated at the rate applicable as at the date on which he became entitled to such leave:

(i) Provided that if the employee's leave is deferred at the request of the employer and is taken within four months from the date of qualification, the employee shall be paid his leave pay calculated at the rate applicable on the date on which he proceeds on leave; and

(ii) provided further that if any statutory increase occurs during the period between the qualification date and the date of return from leave, his leave pay shall, not later than seven days after he has returned from leave, be adjusted retrospective from the date of coming into force of such increase.

(b) The leave pay of an employee in respect of whom an exemption has been granted and at his own request to take his leave after the four-month period provided for in sub-clause (2)(f), shall, subject to the conditions contained in the certificate of exemption, be calculated at the rate applicable on the date on which the employee became entitled to leave: Provided that for purposes of this calculation, the rate applicable shall, subject to subparagraphs (i) and (ii) hereof, include any statutory increase which comes into effect subsequent to the date on which the employee qualifies for leave.

(c) The leave pay of an employee whose leave, at the request of an employer and after exemption has been applied for and been granted is postponed beyond the four-month period provided for in sub-clause (2)(f) shall, subject to the

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conditions contained in the certificate of exemption, be calculated at the rate applicable on the date on which the employee actually proceeds on leave. If any statutory increase occurs whilst the employee is on leave, the employer shall, not later than seven days after the employee has returned from leave, adjust the leave pay by the amount of such increase retrospectively from the date on which such increase became effective.

- (2) Every employee with more than 12 month's service shall be entitled under this Agreement to three consecutive weeks' paid leave subject to the following conditions:

(a) The qualification for the paid leave shall be number of shifts ordinarily worked in a three week cycle, exclusive of overtime actually worked. Provided that –

(i) employment with the same employer for less than 25 shifts, shall count for the paid leave provided that an employee whose employment is terminated after he has worked 17 shifts, shall be credited for purposes of paid leave, with the number of shifts he has actually worked for that employer; provided further that where an employee's service is broken in terms of this proviso and he resumes work for the same employer he shall, if he has not worked for another employer in the interim, be credited for purposes of paid leave with the total number of shifts worked for such employer;

(ii) periods of absence on account of sickness totalling not more than 26 shifts, in any one qualifying period for paid leave, shall count for paid leave: Provided that an employer shall be entitled to call upon the employee for a medical certificate in proof of cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee's employment and periods claimed against the Sick Pay Fund shall not count for leave purposes if it has been determined that such accident falls under the Compensation for Occupational Injuries and Diseases Act, 1993, and/or the periods of absence is covered by the Sick Pay Fund are not counted for purposes of paid leave and shall be the periods of disablement contemplated by the said Act and/or Sick Pay Fund;

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- (iii) Periods of absence on account of family responsibility leave shall not count towards paid leave; and
- (iv) Periods of absence to attend the training or perform the functions as a trade union representative or office bearer shall count for paid leave, subject to adherence to all the requirements contained in Clause 32(5 & 7) of this agreement.
- (b) An employee's leave shall include at least three week-ends and be for one unbroken period.
- (c) Should an employee proceed on leave, the employer shall, for each public holiday which falls within the employee's period of leave and which otherwise would have been an ordinary working day for such an employee extend the leave period by one working day with full pay.
- (d) Payment for each such public holiday as contemplated in 12(2)(c) above shall be paid to the employee in a manner as provided for in clause 7 (Payment for Public Holidays) of this Agreement by his employer on his ceasing work to go on leave or in such manner as agreed between the employer and the employee.
- (e) Application for the leave shall be made by an employee within one month of the date on which he becomes entitled thereto.
- (f) The leave shall be granted by the employer so as to commence within a period of four months of the date on which the leave is due.
- (g) An employee shall be entitled to and shall take his leave within a period of six months from the date on which the leave is due, unless exemption has been granted.
- (i) No employee shall engage in any employment for gain during the period of his leave. When an employee takes his paid leave, the monies payable to him for the purpose shall be paid to him, in the manner provided for in section 6 of this Agreement, by his employer on his proceeding on leave.
- (3) If the employment of an employee terminates before he becomes entitled to paid leave in terms of subsection (2), he shall be paid leave pay on a pro rata basis i.e. one (1) shift leave for every 17 shifts worked.

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CLAUSE 13: ADDITIONAL LEAVE PAY

- (1) An employee qualifying after the date of coming into operation of this Agreement for his fourth or subsequent consecutive paid leave cycle deriving from continuous employment with the same employer, shall, at that date and on the same date each year thereafter, whilst in the employ of the same employer, be entitled to an extra week's paid leave, this will be equal to the number of shifts the employee is expected to work in that week, which shall be taken as leave at the employer's convenience: provided that
- (a) the paid leave referred to in Section 12(2)(b) of this Agreement may be extended by an extra week; or
- (b) the extra week's paid leave may be deferred from the year of qualification and accumulated to a maximum of 15 days over a three year period.

CLAUSE 14: LEAVE ENHANCEMENT PAY

For the purposes of this section —

'Leave Qualification' shall be the qualification for the paid leave prescribed in section 12 of this Agreement, and the expression —

'leave cycles' shall have a similar meaning. Staggered Leave means at Company level no annual shut down is observed and arrangement in terms of which leave qualification is determined by either date of employment of every individual employee or by agreement on the leave period;

'L.E.P.' means Leave Enhancement Pay;

- (1) Every employee shall, subject to sub-clause 4(b), and an employee whose conditions of employment ceases to be regulated by this Agreement due to promotion or change in occupation, be entitled under this Agreement to L.E.P. calculated at 8.4% of annual ordinary earnings applicable on the date on which the employee proceeds on leave. Provided that in the case of an employee who terminates his services or whose employment is terminated by the employer, the leave enhancement pay shall be calculated at 8.4% of the accumulated ordinary earnings for that year applicable on the date of such termination of employment.

- (2) Whenever an employee to whom this Clause applies qualify for and takes his paid leave after the date of coming into operation of this Agreement, he shall at the same time be paid pro rata leave enhancement pay from the date of engagement in the case of an employee qualifying for his first period of paid leave in the service of an employer.
- (3) Whenever the employment of an employee terminates before he becomes entitled to paid leave, the employee shall be paid leave enhancement pay, calculated at 8.4% of accumulate earnings for that year applicable on the date of termination.
- (4) Exclusions:
- (a) No leave enhancement pay shall be credited for periods of employment which in terms of clause 12(2)(a) of this Part of the Agreement do not count towards the paid leave;
 - (b) This provision will not apply in cases where the employer have negotiated and introduced a performance measurement system;
 - (c) Shifts or periods of absence which do not count for leave purposes in terms of sub-clause 12(2)(a)(ii) of this Agreement shall be excluded in the calculation of the bonus due; and
 - (d) Additional leave pay as per Clause 13 shall not be included in the calculation of the bonus due.

CLAUSE 15: PAID SICK LEAVE

- (1) With effect from 1 July 2014 — sick leave cycle in this clause means the period of 36 months' employment with the same employer, immediately following —
- (a) an employee's commencement of employment; or
 - (b) the completion of that employee's prior sick leave cycle.
- (2) Whenever an employee is absent from work through sickness or injury (other than sickness or injury caused by his or her own misconduct)² the employer shall grant, at

² Payment of sick leave will not apply in circumstances covered by Section 22 and 70 of the Compensation for Diseases Act and absence covered by the Sick Pay Fund as amended from time to time

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the commencement of every sick leave cycle, the following amount of paid sick leave: an equal amount of shifts worked in 30 calendar days.

- (3) During the first six months of employment with an employer, an employee will be entitled to one working day's paid sick leave in respect of each 26 shifts worked;
- (4) The employee's entitlement to sick leave is reduced by the number of days' sick leave taken in terms of sub-clause (3) above.
- (5) An employer must pay the employee for each day of absence, as provided for above, on the employee's usual payday an amount equivalent to what the employee would have received had he/she worked the ordinary hours of the shift for that day of the week.
- (6) The employer, before making payment of any amount payable to an employee for any period of absence from work of more than two consecutive days or on more than two occasions during an eight week period, may require the employee to produce a medical certificate signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of parliament.
- (7) The employer may require an employee to produce a medical certificate in respect of any absence from work on a Friday or Monday or on the working day immediately before or after any paid public holiday before making payment of any amount payable in terms of this sub clause.
- (8) If it is not reasonably practical for an employee who lives on the employer's premises to obtain a medical certificate, the employer may not withhold payment in terms of sub-clause (6) unless the employer provides reasonable assistance to the employee to obtain the certificate.
- (9) Where an employer is by law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees in respect of any sickness or injury referred to in this clause, the amount so paid may be set off against the payment for sick leave

due in terms of this clause. This sub-clause will not apply to those manufacturers registered with Rand Mutual.

- (10) An employer, who is of a reasonable belief that an employee's absence from work resulting from an injury on duty will be compensable in terms of the Compensation for Occupational Injuries and Diseases Act 1993, must pay the employee 75% of his ordinary hourly rate for the period of the absence up to a maximum period of three months from the date of the accident. The employer shall recover this payment from the Compensation Commissioner / Rand Mutual.
- (11) An employee is not entitled to pay sick leave-
- (a) during periods of absence from work for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act 1993;
 - (b) in respect of periods during which the employee was absent due to the working of short time; or
 - (c) during any other period of authorised absence excluding authorised absence for training or further education; or
 - (d) in respect of periods of absence compensated by the Sick Pay Fund.

CLAUSE 16: FAMILY RESPONSIBILITY & COMPASSIONATE LEAVE

For purposes of this clause, —

'child'— means a person who is under 18 years of age provided that for purposes of sub-clause 2(b), this age shall not apply.

- (1) This section applies to an employee who has been in the employ of the same employer for longer than **four months** and who works for at least four days a week for that employer.

FAMILY RESPONSIBILITY LEAVE:

- (2) An employer must, at the request of the employee, grant the employee three days' paid leave during each annual leave cycle, which the employee is entitled to take-

- (a) when the employee's child is sick; (child includes a person certified to be not accountable upon proof presented); or
- (b) when the employee's spouse is sick.

COMPASSIONATE LEAVE:

- (3) An employer must, at the request of the employee, grant the employee three days' paid leave during each annual leave cycle, which the employee is entitled to take-
 - (a) in the event of the death of-
 - (i) the employee's spouse or life partner; or
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling and/or parents-in-law.
- (4) Subject to sub-clause (6); an employer must pay an employee for a day's family responsibility leave-
 - (a) the wage the employee would ordinarily have received for work on that day; and
 - (b) on the employee's usual pay day.
- (5) An employee may take family responsibility leave in respect of the whole or a part of a day.
- (6) Before paying an employee for this leave, an employer may require reasonable proof of the event contemplated in (2 & 3) above for which the leave was required. For purposes of administrative control an employer may maintain a register detailing the identity of all qualifying dependents in respect of which this provision may operate and all employees will be required to provide the requisite information to the employer, where so requested. Failure to provide the information to the employer will result in the leave being declined and/or be unpaid.
- (7) An employee's unused entitlement to leave referred to in this clause accrues to a maximum of nine days, compassionate, paid leave over a three-year period of employment. This accrued leave may only be used in the event of the death of any of the persons detailed in (3) above. For any other reasons defined in (2) above

entitlement is limited to 3 days per annum however, this provision does not affect the employee's entitlement to parental leave³ and conditions⁴ attached to same as provided for in Section 25A of the Basic Conditions of Employment Act.

**CLAUSE 17: MATERNITY LEAVE OR LEAVE IN RESPECT OF THE ADOPTION
OF A CHILD UNDER TWO YEARS OF AGE.**

Notwithstanding anything to the contrary contained in this Agreement, the following special provisions shall apply to an employee who is unable to continue working due to pregnancy and adoption of a child under two years of age:

(1) For the purposes of this clause:

- (a) **'employee'** means an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age and includes employees employed in a manufacturing or production process 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, but does not apply to the work carried out by administrative staff and/or those employees employed on non- production operations;
- (b) **'permanent employee'** means any employee other than an employee who is specifically employed on a short-term contract, as provided for in terms of this clause, to substitute for an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age.
- (c) **'substitute employee'** means any employee other than an employee who is specifically employed on short term contract, as provided for in terms of this clause, to substitute for an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age.

(2) A permanent employee shall be entitled to the following benefits when such employee is

³ Section 25A(1, 2 & 3) of the Basic Conditions of Employment Act

⁴ Section 25A(4 & 5) of the Basic Conditions of Employment Act

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unable to continue employment owing to pregnancy or the adoption of a child under two years of age;

Period of Leave

	Pregnancy	Stillborn	Adoption of children under two years of age
Employees with one year or more continuous service with the same employer.	26 weeks	12 weeks	26 weeks
Employees with less than one year's continuous service with the same employer	18 weeks	8 weeks	18 weeks

Note: A qualifying permanent employee, falling under the scope of the Metal and Engineering Industries Sick Pay Fund Agreement, shall receive a benefit from the Sick Pay Fund.

- (3) (a) The employer and employee shall enter into a written agreement specifying –
- (i) the date of return to work mutually agreed upon between the employer and employee;
 - (ii) that should the employee wish to return to work earlier than the date referred to in (i), the employee shall give the employer not less than four weeks' prior notice of such intention;
 - (iii) provided the employee is so entitled, the benefits the employee is eligible for, from the Metal and Engineering Industries Sick Pay Fund or in respect of the employee's participation in any other fund, organization or scheme (including UIF) providing benefits in respect of pregnancy or adoption of a child under two years of age and in respect of which exemption has been granted or is granted, from the provisions of the Metal

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and Engineering Industries Sick Pay Fund Agreement; and the employer shall provide the employee with such claim forms as may be necessary in respect of the benefits due to the employee and should assist the employee to complete the claim(s) prior to the date of proceeding on maternity leave or leave in respect of the adoption of a child under two years of age in order that such claims may be submitted on proceeding on maternity leave;

(iv) the details of the employee's occupation and rate of pay at the time of proceeding on maternity leave.

(b) A female employee seeking to utilize the adoptive leave provisions shall notify the employer of the institution of the adoption proceedings and shall keep the employer informed of progress in the adoption process, including the anticipated date that the adoption will take effect.

(4) Provided the employee returns to work on the date referred to in paragraph (3)(a)(i) or (3)(a)(ii) of this clause, the employer shall place the employee –

(a) in the same or in a similar position to the position held prior to her proceeding on maternity or adoption leave;

(b) on a rate of wages and conditions of employment not less favourable than the rate of wages and conditions of employment that applied prior to the maternity or adoption leave, including any general increases passed on during the period of absence.

(5) On returning to work the employee shall—

(a) be treated as having unbroken service, except that the period of absence shall not be counted as service for the purpose of leave pay and leave enhancement pay calculation in that leave cycle;

(b) not suffer any prejudice for the purpose of promotion and/or merit increases as a result of the absence;

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- (c) be entitled to any increase prescribed for the job grade in any collective agreement which comes into operation during the period of absence;
 - (d) not suffer any decrease in status relative to other employees as a result of the period of absence.
- (6) During the period of maternity or adoption leave provided for in this clause, the employer shall be entitled to employ a substitute temporary employees on a short-term contract of employment as provided for in the Annexure to this clause at rates of pay not less than the rate of pay prescribed in this Agreement for the work undertaken by the substitute temporary employee, or where there is no rate prescribed in this Agreement, at the rate normally paid to an employee employed for work in operative or manufacturing processes. Short-term contracts for substitute temporary employees shall inform the employee at the time of engagement that the contract shall terminate—
- (a) on the return to work of the employee who is absent;
 - (b) on being given not less than three weeks' written notice that the employee who is absent has given the employer notice of an earlier return to work, as provided for in sub clause (3)(a)(ii) above. The substitute temporary employee shall signify acceptance of these conditions in writing. If, at the end of the short-term contract, the substitute temporary employee continues in the employment of the employer, the provisions of this Agreement shall replace the conditions of the short-term contract where applicable.
- (7) During an employee's pregnancy an employer must offer her suitable, alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if the employee is required to perform night work (between the hours of 18h00 and 06h00) and it is practical for the employer to do so.
- (8) For the purposes of any retrenchment or reduction in the workforce that may arise during the absence of any employee, the employee shall be classified and dealt with as an employee in employment.

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- (9) The provisions of clause 12(2) of this Agreement in respect of leave pay shall be applied on proceeding on maternity leave.
- (10) The provisions of section 25, — Maternity Leave and Parental Leave of the Basic Conditions of Employment Act shall apply, and read in context with the changes required.
- (11) Draft Limited Duration Contract of Employment as provided for in sub-clause 6 above:

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ANNEXURE

SHORT-TERM CONTRACT OF EMPLOYMENT FOR SUBSTITUTE TEMPORARY EMPLOYEES

In terms of clause 17 of the Plastic Industry Agreement CONTRACT OF EMPLOYMENT The employer hereby agrees to engage the services of (the substitute temporary employee) and the substitute temporary employee hereby agrees to accept service with the employer on the following terms and conditions:

- (i) The duration of this Contract of Employment shall be for a maximum period of six months from to or shall terminate upon returning to work of (the permanent employee) in terms of clause (ii) below.
- (ii) The Contract of Employment shall terminate on the agreed date of return of *[Insert the name and surname of the permanent employee]* or three weeks after the substitute temporary employee has been given written notice that the permanent employee has given the employer notice of an earlier return to work, as the case may be, as provided for in clause 6(a)(ii) of this Agreement.
- (iii) For the purpose of any retrenchment or reduction in the workforce that may arise during the absence of the permanent employee, all contracts of substitute temporary employees shall be terminated before permanent employees are considered for retrenchments.
- (iv) On completion of the contract period as detailed in (i) or (ii) above, this contract shall automatically terminate. Such termination shall not be construed as being a dismissal or retrenchment but shall be the end of a contract.
- (v) The remaining conditions of employment, not expressly detailed above, shall be the existing employer policy, rules and regulations and the general conditions of employment as contained in the Main Agreement for the Plastic Industry.
- (vi) Where employment continues after the return of the permanent employee identified in (ii) above, this contract shall automatically terminate and the provisions of the Main Agreement for the Plastics Industry shall apply. The substitute temporary employee hereby acknowledges that he/she understands and accepts the contents and conditions of this contract.

Signed at.....on20.....

Employer.....

Employee.....

Witness.....

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CHAPTER 4**CLAUSE 18: UNAUTHORISED EMPLOYMENT**

Notwithstanding anything to the contrary in this Agreement, no provision which allows the engagement or employment of an employee on any class of work or on any conditions shall be deemed to relieve the employer from paying the remuneration and observing the conditions set out here in which he would have had to pay or observe had such engagement or employment not been allowed, and the employer shall continue to pay such remuneration and observe such conditions as if such engagement or employment had not been allowed.

CLAUSE 19: OUTWORK AND HIRE OF LABOUR

- (1) Every employer, including a TES, undertaking to execute or complete any work in any Region other than the Region in which his establishment is registered with the Council shall notify the nature and place of work in writing to the Regional Council for the area in which the work is done within seven days of the commencement of such work and shall maintain at such place of work a register of the hours worked by all employees and their remuneration in respect thereof.
- (2) The use of TES and/or fixed term contracts of employment / limited duration contracts of employment in production positions shall be in accordance with the provisions conferred to in Section 198 of the Labour Relations Act.

CLAUSE 20: EMPLOYMENT OF MINORS AND ISSUE OF CERTIFICATES, ETC

- (1) Subject to the provisions contained in Clause 21 of this agreement, no employer shall employ a minor in terms of this Agreement without obtaining the prior approval of the Council and a certificate from the Council in such form as it may specify.
- (2) Any permission given in terms of subsection (1) may be withdrawn by the Council for any good and sufficient reason it deems fit and on receipt of notification from the Council the employer shall forthwith discontinue the services of the minor to whom

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the notification refers or, as the case may be, retain the minor's service at the full rate specified for the class of work performed.

- (3) When permission is withdrawn in terms of subsection (2), the employer shall forthwith return the certificate to the Council for cancellation.

CLAUSE 21: EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE

No employer shall employ any person under the age of 15 years.

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CHAPTER 5

CLAUSE 22: EXEMPTIONS

1. General

- (a) Any non-party bound by this Agreement may apply for a monetary exemption. Parties to this agreement may only in exceptional circumstances apply for a monetary exemption, these applications must include a full disclosure of reason for the application and supporting documentation in respect of the reason should be attached. Exemptions will be considered on merit and does not necessarily require audited financial statements.
- (b) The authority of the Council is to consider applications for exemptions and grant exemptions.
- (c) All exemptions will be considered by the National Exemptions Committee and representatives will be appointed and confirmed annually. All applications for exemption must be considered within 30 days from date of receipt.
- (d) In the event of outstanding information, the application for exemption will be deemed to be incompetent and additional and/or outstanding information may be requested within 14 days from date of receipt in respect of an exemption application. If such information is not received within a period of 30 days from such a request the applicant will be informed that the application will lapse.
- (e) The Council hereby establishes an exemptions body, constituted of person's independent from the Council, to consider all applications for exemption from the provisions of the Council's Collective Agreements⁵. In terms of s32(3)(e) of the Act, the Council also establishes an Independent Appeals Body to hear and decide within 30 days of date of any appeal brought against the National Exemptions Committee's decision.

⁵ Constitution of the National Exemption Committee from page 71

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2. Fundamental principles for consideration

- (a) All applications must be in writing and fully motivated and sent to the National Office of the Council and submit a copy of the application to the Regional Office for the area in which the applicant is located. The application should be made in terms of the prescribed procedure and the criteria outlined in 3 will apply when such application is considered.
- (b) In scrutinising an application for exemption the Council will consider the views expressed by the employer and the workforce, together with any other representations received in relation to that application.
- (c) The employer must consult with the workforce, through a trade union representative or, where no trade union is involved, with the workforce itself, and must include the views expressed by the workforce in the application. Where the views of the workforce differ from that of the employer, the reasons for the views expressed must be submitted with the application. Where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application.
- (d) The exemption shall not contain terms that would have an unreasonably detrimental effect on the fair, equitable and uniform application of this Agreement in the Industry.
- (e) Wage and wage related exemptions shall not generally be granted beyond the expiration of the Agreement provided that the Council may at its discretion and on good cause shown agree to a longer period (but not an indefinite period).
- (f) Applications for exemptions involving monetary issues may not be granted retrospectively.
- (g) An application for exemption shall not be considered if the contents of the application are covered by an arbitration award binding the applicant.

3. Criteria for exemption

1. Applications shall comply with the following requirements:
 - (a) Be fully motivated
 - (b) Be accompanied by relevant supporting data, business plan and financial information if applicable;
 - i. In cases where the application is based on financial reasons the following will apply:
 - (aa) Financial information to be considered is limited to Income Statements only;
 - (ab) There must be an 8% return on turnover before adding back director emoluments;
 - (c) Applications that affect employees' conditions of employment shall not be considered unless the employees or their representative have been properly consulted and their views fully recorded in an accompanying document. The employees or their representative will be responsible to file their views with the Council;
 - (d) The nature of the relief sought dictates, the application shall be accompanied by a plan reflecting the objectives and strategies to be adopted to rectify the situation giving rise to the application and indicating a time frame for the plan.
 - (e) Indicate the period for which the exemption is sought.
 - (f) The applicant's past record (if applicable) of compliance with the provisions of the Collective Agreement and licences of exemption;
 - (g) Any special circumstances that exist;
 - (h) Any precedent that might be set;
 - (i) The interest of the Industry in respect of; (if applicable)
 - i. Unfair competition;
 - ii. Collective Bargaining;

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- iii. Potential labour unrest;
- iv. Increased employment.

(j) The interest of the employees in respect of, (if applicable)

- i. Exploitation;
- ii. Job preservation;
- iii. Sound conditions of employment;
- iv. Possible financial benefits;
- v. Health and safety;
- vi. Infringements of basic rights.

(k) The interest of the employer in respect of, (if applicable)

- i. Financial stability;
- ii. Impact on productivity;
- iii. Future relationship with employees' and trade union;
- iv. Operational requirements

4. Urgent applications

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

5. Process

- (a) The Council shall issue to every person to whom exemption has been granted an exemption licence, setting out the following:

- (i) the full name of the person or enterprise concerned;

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

5. Appeals

- (a) An Independent body, referred to as the Independent Exemptions Appeal Board (the Board) shall be appointed and shall consider any appeal against an exemption granted or refused by the Council, or a withdrawal of an exemption in respect of parties and non-parties, within 30 days from the date the appeal was filed.
- (b) The Council Secretary will, on receipt of an appeal against a decision of the Council, submit it to the Independent Exemptions Appeal Board for consideration and finalisation.
- (c) In considering an appeal the Board shall consider the recommendations of the Council and any further submissions by the employers or employees shall take into account the criteria set out above and also any other representations received in relation to the application.

- (d) Should the appeal be successful an exemption licence shall be issued in terms of sub-clause (4)(a) and (b) above and shall be subject to sub-clause (4)(c) and (d).

a) EXEMPTIONS QUESTIONNAIRE

- i. The attached questionnaire is the only document that will be considered for any applications for exemptions from this Agreement and must be completed as required by this clause. Any incomplete application form will be deemed to be an incompetent application and will not be considered until and unless a complete application is submitted. Only complete applications will be deemed to be a competent application for consideration as set out in this clause.
- ii. Where an agreement with the trade union representatives or workforce is reached in respect of the exemption applied for and attached, such application may be dealt with administratively by the MEIBC Office.

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APPLICATION FOR EXEMPTION QUESTIONNAIRE

[Clause 22 of the Plastic Industry Main Agreement]

DATE OF THIS APPLICATION: _____ 20__

PART 1. REGISTRATION DETAILS:

1. 1. Council Registration Number: _____
1. 2. Date the firm was Registered with the Council: _____
1. 3. Name of firm: _____
1. 4. Address of firm: _____
1. 5. Telephone Number: _____ Fax Number: _____
1. 6. E-mail Address: _____
1. 7. Contact person: _____
1. 8. Name of Employer Organization: _____
1. 9. Activities of firm: _____
- 1.10. Are any Director/s – Member/s – partner/s – owners/s of the firm a Shareholder
in any other Business? _____ If yes please specify

[page two]

PART 2. LABOUR DETAILS:

2.1. Total Number of Employees (Staff included):

--	--	--	--

2.2. Total Number of Scheduled Employees (Staff excluded):

--	--	--	--

2.3. Name/s of Trade Union/s involved: _____

PART 3. EXEMPTION DETAILS:

3.1. Specify Exemption applied for by ticking the appropriate box:

☐ To pay below the minimum wage rates (Clause 33)

○ Specify % below minimum wage rate applied for ____%

☐ To pay below the minimum increase (Clause 33)

○ Specify % increase exemption applied for ____%

☐ Leave Enhancement Pay (Clause 14)

○ Specify % LEP exemption applied for ____%

☐ Shift Allowances (Clause 8)☐ Other: Clause: _____ Description: _____

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[page three]

3.2 Period for which the exemption is sought: _____ 20__ to

_____ 20__

3.3 Who will the exemption affect?

- ☐ Workshop
- ☐ Site
- ☐ All Employees

3.4 Which parties have been consulted?

- ☐ Trade Union Representatives
- ☐ Employees

3.5 Date of consultation/s: _____ 20__

3.6 Did affected parties support the Application?

- ☐ Yes
- ☐ No, (If not, please advise attendees that they should provide their written reasons to the employer to be attached)

PART 4. COMPLIANCE:

4.1 Has any previous exemptions from this agreement been granted?

- ☐ Yes (If yes, please indicate the type of exemption that was granted)

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[page four]

☐ No

4.2 Has the firm during the past 12 months had to institute (please tick)

☐ Short time

☐ Lay off

☐ Retrenchment

(If any of the above have been marked, the periods and/or dates as well as employees affected must be specified and attached to this application)

PART 5. ATTACHMENTS:

5.1 The following documents, if required, must be attached to this application:

- ☐ Minutes of consultation meeting with Trade Union Representatives and/or Employees
- ☐ Attendance register specifying names and signatures of persons who attended consultation meeting
- ☐ Where an agreement between the employer and the workforce is reached, the signed written agreement
- ☐ Motivation which explains
 - Difficulties being faced by the firm
 - Any special circumstances that exist
 - Any precedent that might be set

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[page five]

➤ The interest of the industry, employees and employer

- ☐ Business Plan that reflects the objectives and strategies to be adopted by the firm to rectify the situation giving rise to the application and an indication of a time frame for the plan.

- ☐ Income Statements for the past three months

5.2 All relevant documentation pertaining to the Application **MUST** be attached in order to ensure an expeditious reply. If any Section of this document is NOT completed or any document/s is not attached, the Council will not consider the Application.

DECLARATION:

The details reflected in this document have been provided by the employer or person so designated as true and correct to the best of their knowledge at the date of this Application. It is understood that all information contained in this document is subject to verification if required. Any information found to have been incorrect would result in immediate disqualification of the Application.

SIGNED.....

DATE.....

PLEASE PRINT NAME _____

DESIGNATION _____

CHAPTER 6**CLAUSE 23: EXHIBITION OF AGREEMENT**

Every employer shall obtain, and on request from any employee, make available for perusal a legible copy of this Agreement plus all subsequent amendments thereof, in a format approved by or acceptable to the Council.

CLAUSE 24: ADMINISTRATION OF AGREEMENT

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

CLAUSE 25: 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 the 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 Act.
- (3) A designated agent shall have the powers set out in sections 33 and 33A of the Act and in Schedule 10 of the Act.

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CLAUSE 26: PROHIBITION OF CESSION AND/OR SET-OFF

- (1) No claim whatsoever by any employee against the Council shall be capable of being ceded, and no purported cession thereof shall be binding upon the Council.
- (2) Set-off shall not operate and is expressly excluded as between any amounts payable to an employee as referred to in section 6 and any amount payable by such employee, the deduction of which is prohibited by that section; and this provision shall be deemed to be a term of every contract of employment between employer and employee.

CLAUSE 27: TERMINATION OF EMPLOYMENT

- (1) A contract of employment terminable at the instance of the employer or the employee may be terminated only on notice of not less than-
 - (a) one week, if the employee has been employed for six months or less;
 - (b) two weeks, if the employee has been employed for more than six months.
 - (c) Four weeks, if the employee has been employed for more than one year with the same employer
- (2) The provisions of sub-clause 1 above shall not affect -
 - (a) the right of an employer or employee to terminate a contract of service without notice for any good cause, recognised by law as sufficient;
 - (b) Any agreement between an employer and employee providing for a longer period of notice than the periods referred to in sub-clause 1(a) or (b) or (c) above;
 - (c) the Employer's right to recover any notice due from wages, leave or leave enhancement pay in the absence of notice by an employee as required in 1 above

- (3) Notwithstanding the provisions of sub-clause (1) above, an employer may pay to an employee wages for and in lieu of the prescribed or agreed period of notice.
- (4) Whenever the contract of service is terminable by the notice period referred to in sub-clause 1(a) or (b) or 2(b) above and the employee fails to give notice or to work such notice period, the employer may only deduct pay in lieu of such notice period as provided for in 2(c) above in the establishment concerned.
- (5) For the purpose of this clause, — week shall be a week consisting of the ordinary hours of work as referred to in Clause 4(1 and 2) of this Agreement. Notice must be given on the first day at the commencement of the working week for the employee.
- (6) The termination of employment by an employer on notice in terms of this Agreement does not prevent the employee challenging the fairness or lawfulness of the termination or dismissal.
- (7) The services of an employee shall not be terminated on any grounds listed in Section 6 of the Employment Equity Act.

CLAUSE 28: CERTIFICATE OF SERVICE

Every employer shall provide each employee on the termination of his employment with a certificate of service showing full names of the employer and employee, the nature of the employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination, and the employer shall forward a copy of such certificate of service to the Regional Council concerned.

CLAUSE 29: TECHNOLOGICAL CHANGES AND WORK RE-ORGANISATION

- (1) For the purpose of this clause technological change means the introduction by the employer of manufacturing equipment substantially different in nature or type from that previously utilised by the establishment or of substantial modifications to present manufacturing equipment.

(2) *Notification*

- (a) The employer shall notify the union of any such technological change not less than ninety days prior to the implementation date of such change. This notice shall be given in writing and shall contain relevant information including:-
- (i) the nature of the change;
 - (ii) The approximate date on which the employer proposes to effect the change;
 - (iii) The employees likely to be affected by the change;
 - (iv) The anticipated effect of the change on employees working conditions and terms of employment; and
 - (v) any other relevant information relating to the anticipated effects on employees including the change in skills.
- (b) The provisions as contained in the Section 189 / 189A of the Act will be observed.

(3) *Work Re-organisation*

Where an employer intends introducing major work re-organisation which will substantially and materially affect the work of employees, the employer shall consult in an endeavour to reach agreement with representatives of the trade unions represented at the establishment and any employee representative body to discuss the implications of the work re-organisation including: - the need to re-train employees affected by such work re-organisation; and - any possible impact on the health, safety and work environment of the affected employees. The provisions as contained in the Section 189 / 189A of the Act will be observed.

- (4) The employer shall notify the union of any such work re-organisation not less than 60 days prior to the implementation of such change.
- (5) Where the introduction of work re-organisation may result in retrenchments or redundancies, the security of employment provisions of this agreement (section 30) and the Act shall be observed.

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CLAUSE 30: SECURITY OF EMPLOYMENT AND SEVERANCE PAYMENT

For the purposes of this section, notwithstanding the definition of —employee in section 3, — employee includes persons employed in operative, production or manufacturing processes not scheduled in this Agreement.

(A) Basic objectives:

- (a) The basic objectives of this section shall be —
 - (i) to further the protection of the rights of employees in cases of —
 - (aa) reduction in basic conditions of employment;
 - (ab) unfair dismissal from employment;
 - (ac) discrimination in terms of re-engagement and promotion opportunities and procedures; and diminution of employment opportunities;
 - (ii) to further the protection of the rights and procedures of employers and management's to —
 - (aa) maintain discipline within the total labour force;
 - (ab) retrench employees where economic conditions or other factors occasion such a step; and
 - (ac) promote and recruit on merit in compliance with the Employment Equity Act;
 - (iii) to —
 - (aa) provide equal employment opportunities for all groups of workers;
 - (ab) ensure orderly change where change can take place;
 - (ac) obviate friction between persons in matters of promotion and employment;
 - (ad) ensure consultation between employers and worker representatives regarding this section;
 - (ae) establish training and retraining procedures; and
 - (iv) to provide the necessary machinery to achieve the objectives set out in subsection (1)(a)(i) to (iii).
- (b) This section provides for the employment security of existing incumbents of jobs and for their training and/or retraining and shall apply to such persons

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who are in the employment of the employer in the Industry on the date of coming into operation of this Agreement.

- (c) Notwithstanding subsection (1)(b), the provisions of this section shall not apply to –

- (i) persons who, while not currently employed in the Industry, have had not less than six months, experience in the Industry during the 12 months prior to the date of coming into operation of this section;
- (ii) unemployed persons who, in terms of the Unemployment Insurance Act (as amended), received unemployment benefits during the 12-month period to the coming into operation of this section and who qualified for such benefits as a result of employment in the Industry and who immediately prior to becoming unemployed were employed in the Industry;
- (iii) such other persons as the Council may determine from time to time.

(B) *Security of employment*

- (a) No employer shall determine the employment of or promote an employee to a higher rated work category unless he has complied with the provisions of this section.
- (b) Employers in the Industry shall provide employees with security of employment at conditions relating to their particular work category at the date of coming into operation of this section and for the duration of this Agreement, subject to compliance with –
 - (i) the normal requirements of disciplinary procedures; and
 - (ii) provisions regarding the retrenchment of employees owing to shortage of work or other circumstances in the establishment, subject to subsections (3) and (4) hereof.

(C) *Retrenchment of employees*

- (a) If there are lay-offs and/or retrenchments of employees on account of shortage of work or other circumstances in the establishment, the employer shall, not later than seven days after the date of retrenchment, notify the Council in writing of –

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- (i) the number of employees retrenched;
 - (ii) the effective date of the retrenchments;
 - (iii) the occupational categories scheduled in the Agreement of the employees retrenched;
 - (iv) the basis of identifying employees retrenched; and
 - (v) the specific reason for retrenching the employees.
- (b) The procedure to be followed in the event of lay-offs, relocation or closure of an establishment, retrenchments, redundancies and the operation of limited-duration contracts of employment shall be as provided for in the Act.
- (c) Where non-observance of the procedure under the Act gives rise to a dispute, such dispute shall be regarded as an alleged unfair dismissal dispute and may be dealt with by the Bargaining Council and, if necessary, the Labour Court in terms of section 191 of the Act.

(D) *Severance payment*

- (a) In the case of retrenchment an employer, subject to sub-clause (2), shall pay to each employee who is retrenched, in addition to any other amounts to which he is entitled in terms of this Agreement on termination of service, a severance payment of a minimum of one week's wages for each completed year of service together with the following:
- (i) Pro rata allowance(s) where applicable;
 - (ii) pro rata leave pay;
 - (iii) an amount equal to the weekly employer contribution to any applicable benefit funds of which the employee was a member at the time of retrenchment; in respect of each completed years' service with the same employer; and
 - (vi) Notice pay calculated as follows:
 - 1 week notice for an employee with less than 6 months service;
 - 2 weeks' notice for an employee with more than 6 months but less than 12 months service;
 - 4 weeks' notice for an employee with more than 12 months but less than 5 years' service;

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- 5 weeks' notice for an employee with more than 5 years but less than 10 years' service;
- 6 weeks' notice for an employee with more than 10 years but less than 15 years' service; and
- 7 weeks' notice for an employee with more than 15 years' service.

- (c) An employee and any employee representative shall at either's request consult in good faith at plant level with a view to reaching agreement on a higher severance payment than that stipulated in paragraph (a).

(E) *Re-employment of retrenched employees*

Where an employer has retrenched employees he shall, if he subsequently engages additional employees, as far as is practicable give preference to the re-engagement of those employees who were retrenched from his establishment who are qualified and available to undertake the categories of work required by the employer. If the same category of work becomes available such retrenched employee will, for a period of three years from date of retrenchment, be offered employment at the rate he / she was employed at, at the time of retrenchment. In addition increases agreed to during the employee's period of absence will also be added on to the rate of pay of such employee. In the event a retrenched employee is offered a lower level of employment such offer will be at the appropriate and applicable rate of the position offered.

(F) *Promotion, training and/or retraining*

- (a)(i) Where promotion opportunities occur within the establishment of an employer, the employer shall specify the requirements of candidates for promotion in terms of—
- (aa) educational or other qualifications;
 - (ab) training and/or retraining;
 - (ac) experience and/or related experience; and
 - (ad) Employment Equity targets.
- (ii) The employer shall, on request, furnish this information to the Council.
- (iii) The employer shall be free, subject to the provisions of subsection (7) hereof, to promote on the basis of merit any employees from among those of his employees who meet the requirements specified for the job.

(G) *Administration*

- (a) Should a disagreement arise relating to the application and/or interpretation of the provisions of this section, the aggrieved party/parties shall, within 14 days of the disagreement arising, be entitled to refer the matter to the Regional Council of the area concerned. The Regional Council shall forthwith, and not later than 30 days, cause an investigation to be made into the facts and if, in its view, there has been a contravention of the objectives of this section it shall call upon the offending party/parties within such period to remedy the contravention.
- (b) Any decision of the Regional Council that is served on the party/parties shall be final and binding and the said party/parties shall comply herewith. Should the Regional Council and/or delegated committees fail to determine the matter constituting the disagreement within 30 days of receipt or of such extended period as the Regional Council may determine, either of the aggrieved parties may invoke arbitration and the award of the appointed arbitrator(s) shall be final and binding and shall be observed by the party/parties. arbitration shall be within the terms and provisions of the Council's Constitution: Provided that nothing therein contained shall preclude the Council from appointing a person/persons who shall, for the purposes of this section, act as standing arbitrator(s) for the time being.
- (c) For the purposes of dealing expeditiously with the matters contained in this section, Regional Councils are hereby empowered to establish (a) committee(s) consisting of employer and employee representatives and to delegate such specific powers as deemed necessary to such committee(s). Such committee(s) shall dispose of all matters referred to it/them within 30 days unless it/they agree to an extension, when the provisions of subsection (7)(b) shall *mutatis mutandis* apply.

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**CLAUSE 31: PROCEDURES FOR THE NEGOTIATION OF AGREEMENTS AND
SETTLEMENT OF DISPUTES**

- (1) The Bargaining Council shall within the undertaking, sector, trade or occupation and in the area in respect of which it has been registered, endeavour, by the negotiation of agreements or otherwise, to prevent disputes from arising, and to settle disputes that have arisen or may arise between employers and employers' organisations and employees or trade unions and take such steps as it may think expedient to bring about the regulation or settlement of matters of mutual interest to employers or employers' organisations and employees or trade unions. Parties agree that once a certificate of non-resolution is issued in terms of Section 135 of the Act, it will be peremptory to approach the CCMA in respect of Section 150(2).
- (2) No strike certificate may be issued until and unless picketing rules have been agreed upon as envisaged by Section 69 of the Labour relations Act. No party will embark on any form of industrial action unless and until all parties have concluded an agreement on picketing rules.
- (3) Should the Section 150 facilitated process fail parties agree to approach the CCMA on an expedited basis in terms of Section 150A of the Labour relations Act/
- (4) All sector negotiations must be initiated and processed in terms of the Council Constitution and Clause 34 of this Agreement.
- (5) For the purposes of complying with the Act, the Council shall follow the procedures set out in the Metal and Engineering Industries Bargaining Council Dispute Resolution Agreement.

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CHAPTER 7

CLAUSE 32: ORGANISATIONAL RIGHTS

- (1) Trade Unions party to the MEIBC automatically qualify to have membership fees deducted by the employer.
- (2) The automatic right referred to in (1) will be granted subject to the following:
- (a) Any *employee* who is a member of a trade union referred to in (1) may authorise the employer in writing to deduct subscriptions or levies payable to that trade union from the *employee's* wages;
 - (b) An *employee* may revoke an authorisation given in terms of subsection (1) by giving the employer and the representative trade union one month's written notice.
- (3) Upon proof of membership trade unions party to the MEIBC automatically qualify to, upon prior notice, access the premises of the employer subject to the following:
- (a) Any *official* of a trade union is entitled to, upon prior notice, enter the employer's premises in order to communicate with members, or otherwise serve their interests;
 - (b) Hold meetings outside of working hours;
 - (c) Vote at the employer's premises in any election or ballot contemplated by that trade union's constitution; and
 - (d) The rights conferred by this sub-section are subject to any conditions as to time and place that are reasonable and necessary to safeguard life or property or to prevent the undue disruption of work.
- (4) In any place of work in which at least 10 members of a trade union are employed, those members are entitled to elect from among themselves—
- (a) if there are 10 members of the trade union employed in the workplace, one trade union representative;
 - (b) if there are more than 10 members of the trade union employed in the workplace, two trade union representatives;

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- (c) if there are more than 50 members of the trade union employed in the workplace, two trade union representatives for the first 50 members, plus a further one trade union representative for every additional 50 members up to a maximum of seven trade union representatives.
- (5) Subject to the workload, a trade union representative is entitled to take 5 days off with pay during working hours provided that—
- (a) The trade union request the release of the trade union representative not less than seven (7) days in advance of the time off requested;
- (b) Failure by the trade union representative to attend the training or perform the functions as requested in (a) will result in the trade union representative forfeiting the entitlement to be paid for the period requested.
- (6) Once a trade union representative is elected as an Office Bearer it is incumbent on the trade union to advise the employer accordingly.
- (7) In addition to the five (5) days time off referred to in sub-clause (5) and in compliance with (6) an Office Bearer is entitled to an additional 5 days of with pay during working hours provided that—
- (a) The trade union request the release of Office Bearer not less than seven (7) days in advance of the time off requested;
- (b) Failure by the Office Bearer performing the functions as requested in sub-clause 7(a) will result in the Office Bearer forfeiting the entitlement to be paid for the period requested.
- (8) The entitlement to time off contained in this part of the Agreement is limited to the number of trade union representatives as referred to in sub-clause (4).

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CHAPTER 8

CLAUSE 33: WAGES

- (1) Employees employed before the coming into operation of this agreement and who continues in the employment of the same employer after coming into operation of this agreement will retain his/her wage rate even if it is higher than the minimum wage rate contained herein, and no employee employed before the coming into operation of this agreement shall receive, subject to sub-clause 3, a wage lower than stipulated in the schedules under A – D below.
- (2) An employee who commence employment with an employer after the coming into operation of this agreement shall not receive a wage lower than stipulated in the schedules under sub-clause 3 below: Provided that all geographical areas excluding Greater Cape Town, eThekwin and Gauteng will observe the corresponding wage table less 10%.
- (3) No employer shall pay to any employee engaged on work classified in the schedules to this Agreement wages lower than those stipulated in Column D below and no employees shall accept wages lower than those stipulated, an Employee earning above the minimum rate of pay set out in Column B will be awarded the Rand value recorded in Column C, namely –
- A. For the period 1 October 2021 to 30 June 2022: (6% on minimum wage rate subject to the conclusion of this agreement on 8 October 2021)**
- i. It is acknowledged that for the period 1 July 2021 to date some Employers awarded an increase to Employees engaged in work classified in this agreement however. In the event of an increase being awarded such increase may be off-set against the increases listed in the schedule below on condition the rands /cents increase is at least equal to the increase listed in the schedule below. In the event the increase awarded is greater than the rands / cents increase listed in the schedule such increase may not be reduced and will be maintained for the period ending 30 June 2022.
- ii. All other Employees engaged on work classified in this Agreement shall be awarded a minimum annual increase recorded in Column C below:

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A	B	C	D
Grade	Current minimum wage rate	Increase	New minimum
A	R 82.28	R 4.94	R 87.22
B	R 67.21	R 4.03	R 71.24
C	R 64.59	R 3.88	R 68.47
DD	R 57.34	R 3.44	R 60.78
E	R 44.89	R 2.69	R 47.58
F	R 37.85	R 2.27	R 40.12
G	R 33.53	R 2.01	R 35.54
H	R 29.75	R 1.79	R 31.54

B. For the period 1 July 2022 to 30 June 2023

A	B	C
Grade	Minimum wage rate 30 June 2022	Increase
A	R 87.22	R 4.94
B	R 71.24	R 4.03
C	R 68.47	R 3.88
DD	R 60.78	R 3.44
E	R 47.58	R 2.69
F	R 40.12	R 2.27
G	R 35.54	R 2.01
H	R 31.54	R 1.79

C. For the period 1 July 2023 to 30 June 2024

A	B	C
Grade	Minimum wage rate 30 June 2022	Increase
A	R 87.22	R 4.94
B+	R 71.24	R 4.03
C	R 68.47	R 3.88
DD	R 60.78	R 3.44
E	R 47.58	R 2.69
F	R 40.12	R 2.27
G	R 35.54	R 2.01
H	R 31.54	R 1.79

D. For the period 1 July 2024 to 30 June 2025

A	B	C
Grade	Minimum wage rate 30 June 2022	Increase
A	R 87.22	R 4.94
B+	R 71.24	R 4.03
C	R 68.47	R 3.88
DD	R 60.78	R 3.44
E	R 47.58	R 2.69
F	R 40.12	R 2.27
G	R 35.54	R 2.01
H	R 31.54	R 1.79

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APPRENTICE WAGE SCHEDULE:

APPRENTICE YEAR	% OF CORRESPONDING GRADE
YEAR 1	60%
YEAR 2	70%
YEAR 3	80%
YEAR 4	90%

CLAUSE 34: LEVELS OF BARGAINING

- (1) The Plastic Negotiation Forum of the Metal and Engineering Industries Bargaining Council shall be the sole forum for negotiating matters contained in the Plastic Industry Agreement;
- (a) during the currency of the Agreement, no matter contained in the Agreement or any substantive matter may be an issue in dispute for the purposes of a strike or lock-out or any conduct in contemplation of a strike or lock-out;
 - (b) any provision in a collective agreement binding an employer and employees covered by the Council, other than a collective agreement concluded by the Council, that requires an employer or a trade union to bargain collectively in respect of any other matter contained in this Agreement or substantive issue, is of no force and effect.
 - (c) The Management Committee of the MEIBC authorised the negotiations around the introduction of this agreement. Parties agree that during the negotiations the issues upon which the introduction of a new Agreement is desired have been clarified for the period set out herein. The Management Committee shall arrange that a vote of all representatives of the Council be taken by postal vote or at the AGM upon the adoption of this collective agreement as an agreement of the Council, placing the question or questions upon the ballot paper in such form as it may determine, together with a general question as to whether the proposals as a whole are accepted, provided that the total number of votes returned, shall determine the outcome of the ballot.
- (2) Where bargaining arrangements at plant and company level, excluding agreements entered into under the auspices of the Bargaining Council, are in existence, the parties to

such arrangements may, by mutual agreement, modify or suspend or terminate such bargaining arrangements. In the event of the parties to such arrangements failing to agree to modify, suspend or terminate such arrangements by the date of implementation of the Plastic Industry Agreement, the wage increases on scheduled rates and not on the actual rates shall be applicable to such employers and employees until the parties to such arrangement agree otherwise.

CLAUSE 35: 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 and Council Constitution.

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CLAUSE 36: ANNEXURES

ANNEXURE A

LIMITED DURATION CONTRACT OF EMPLOYMENT

CONTRACT OF EMPLOYMENT

(The employer) agrees to engage the services
of (the employee) and the employee hereby agrees to accept service with the
employer on the following terms and conditions:

INITIAL

(i) (a) The contract of employment in terms of this Agreement shall be for a maximum period of
employment, for the purpose of project work) from months/weeks from date of
..... to or completion of the specific work detailed hereunder:
.....
.....

(b) The contract of employment for short-term fluctuations in workload shall not exceed a period of four
months from date of employment, viz from to, or completion of the
specific work detailed hereunder:

(Note: Should a period longer than four months be required to complete a specific task or activity, the
period and the specific task or activity must be specified hereunder:)

INITIAL

(ii) On completion of the contract detailed in (i) above, this contract shall automatically terminate. Such
termination shall not be construed as being retrenchment but as completion of contract.

The employee shall nonetheless still be given five shifts notice of expiry of the contract period.

(iii) The remaining conditions of employment, not expressly detailed above, shall be existing employer policy,
rules and regulations and the general conditions of employment as contained in the Main Agreement for
the Plastic Industry, subject to the limitation set out in (ii) above.

(iv) Where employment continues after completion of this contract in terms of (i) above this contract shall
become null and void and the provisions of the Plastics Main Agreement shall apply.

(v) Subject to the amendment of the general conditions of employment as set out in (ii) above, the engagement
conditions shall be:

(a) Occupation

(b) Rate of pay

INITIAL

Parties agree that entering into this contract of employment no expectation of employment beyond the period or
order as stipulated above is created, and no dispute or claim can be filed in respect of same.

The employee acknowledges that he/she understands the contents of this contract, and signifies acceptance
thereof.

Signed at on 20.....

Employer

Employee

Witness

INITIAL

Note: The employer and employee shall, during the period of employment in terms of this contract, observe
the provisions of the applicable Benefit Fund Agreements.

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ANNEXURE B**COMPRESSED WORKING WEEK**

The following will apply in respect of a compressed working week.

Compressed working week refers to either a 3 team 2 shift or 4 team 2 shift system.

The following additional key aspects should be observed.

1. Public holidays will be paid in accordance with the Clause 7.
2. Shift allowances to be calculated and paid in terms of Clause 8.
3. Sick leave days will remain referred to in Clause 15.
4. 2 DAY SICK LEAVE WITH IN 8 WEEK CYCLE. – Clause 15 shall apply.
5. HOURS OF WORK. – Scheduled hours at normal time, including Saturdays and Sundays part of the scheduled shifts. Unscheduled hours at applicable overtime rates.
6. ANNUAL WAGES/SALARY TAKE HOME. – To be in accordance with the amount of hours worked per week/month.
7. FAMILY RESPONSIBILITY LEAVE – Provisions of the Clause 16 shall apply.
8. LEAVE ENHANCEMENT PAY – will be in accordance with the provisions of Clause 14.
9. ANNUAL LEAVE – Provisions of Clause 12 shall apply.
10. DECEMBER HOLIDAY – leave as per operational requirements read with Clause 12.

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ANNEXURE C
INTERIM TECHNICAL SCHEDULE

CONVERSION OF PLASTIC POLYMER, INCLUDING THE MANUFACTURE OF ARTICLES OR PARTS OF ARTICLES WHOLLY OR MAINLY MADE OF PLASTIC, INCLUDING THE IN-HOUSE PRINTING OF SUCH ARTICLES BY THE MANUFACTURER.

"Plastics Industry" means the industry concerned with the conversion of thermoplastic and/or thermosetting polymers, including the compounding or recycling thereof, or the manufacture of articles or parts of articles wholly or mainly made of such polymers into rigid, semi-rigid or flexible form, whether blown, moulded, extruded, cast, injected, formed, calendared, coated, compression moulded or rotation moulded, including in-house printing on such plastics by the manufacturers, and all operations incidental to these activities.

WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED ARE PRESCRIBED IN CLAUSE 33 OF THIS AGREEMENT.

The following operations, viz.:

RATE A

1. Qualified Artisan.

RATE B

1. Sectional supervisor of lower rated employees.

RATE C

1. Setting up of machinery and/or equipment.

RATE DD

1. Driver

RATE E

1. 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 processes, including:
 - Selection of stock;
 - Checking and recording of stock; and
 - Store attendant, excludes warehousing of finished goods.

RATE F

1. Embossing machine operator (works under supervision.) Makes running adjustments. Performs minor maintenance and lubrication. Carries out simple quality checks. Completes production documentation.
2. Forklift driving.
3. Flexographic/gravure printing.
4. Photopolymer plate mounting.
5. Printer's assistant.
6. Ink technician.
7. Quality control inspector

RATE G

1. Baling machine operator. Works under supervision, operates one machine and makes running adjustments. Carries out simple quality checks. Completes production documentation.
2. Mould mounting
3. Chemical compounding of plastic materials and the application of such compounds.
4. Laminating by hand in reinforced plastics manufacture and gel coating.
5. Mass measuring and issuing of scrap and/or raw materials, including pigments, to pre-determined quantities.
6. Operating closure-lining machine.
7. Operating compounding and/or sheeting and/or rolling mill.
8. Operating eyeletting machine.
9. Operating laminating machine.
10. Production machine operator. Operates plastic production machine including, machine running adjustments when necessitated by the manufacturing process, visual checking, assisting with mould changes and documentation.
11. Operating scrap grinding machine.
12. Removing and/or replacing dies and/or moulds and/or tools under instruction of a Rate C setter.
13. Repetition batch checking of plastic parts and/or components.
14. Repetition cutting by machine and/or machining of plastic materials (including reinforced fibres.)
15. Repetition marking and/or tracing to templates.
16. Seaming and/or jointing by hand and/or by machine.

RATE H

1. Buffing and/or finishing and/or polishing by hand and/or by power tools.
2. Marking of trademarks and/or symbols.
3. Operating coating head and/or glue spraying machine.

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4. Operating fibreglass spray-up machine.
5. Operating guillotine, band saw and/or slitting machine (excluding setting up.)
6. Operating mixing and/or blending machine - Operation of materials handling equipment.
7. Operating bag making machine
8. Materials handler and mixer (works under supervision.) Identifies and mixes material according to specified formulae. Granulates scrap material. Carries out colour changes. Assists with material stock counts. Utilises materials handling equipment.
9. Palletiser (works under supervision.) Operates materials handling equipment to move finished product from production machines. Checks carton quantities and seals cartons. Stacks cartons on pallets. Operates stretch-film wrapping machinery. Checks stock.
10. Packer. Works under supervision. Does visual check on product. Packs product in specified quantities or by weight. Trims product if necessary.
11. Cleaning by hand including removal of flash.
12. Coating by brush and/or by dipping and/or by spraying.
13. Colour filling embossed or impressed moulding
14. Inserting linings in enclosures.
15. Operating dryer.
16. Operating hand press.
17. Operating pelleting machine.
18. Operating tumbling barrel.
19. Vehicle driver assistant.
20. Cleaner (factory only)
21. Granulator operator or regrinding
22. Box maker (works under supervision) including visual checks on carton quality.

NOTE:

- (i) Supervisors to be graded at least one level above the highest job grade which they supervise.
- (ii) All managerial positions shall fall outside this technical schedule. (eg. Shift foremen, shift managers etc.)
- (iii) The PNF (Plastics Negotiation Forum) comprising employer and trade union representatives from the plastics sector will:
 - (a) Consider any interpretational issues or disputes arising from this schedule;
 - (b) Make recommendations to the Metal and Engineering Industries Bargaining Council (MEIBC) on any exemptions regarding grading received from plastics industry companies; and

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- (c) Determine any demarcation issues which may arise between the MEIBC and the National Bargaining Council for the Chemical Industry or Statutory Council for the Printing, Newspaper and Packaging Industry.
- (d) Within 12 months of this agreement coming into operation, the Parties must conclude an agreement on a new grading system. In the absence of concluding an agreement on the modernised grading system as referred to herein the Employers will have the right to adopt and implement a scientific grading system to replace the job title grading system and address the requirements of the Employment Equity Act - differentials. The engagements will include assessing the viability of expanding the scope of application of this agreement to employment levels not set or identified herein.

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ANNEXURE D

CONSTITUTION

THE NATIONAL EXEMPTIONS COMMITTEE OF PLASTICS
INDUSTRY MAIN COLLECTIVE AGREEMENT

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Contents**Part 1: Introductory provisions**

1. Purpose of Constitution
2. Application of Constitution
3. Nature of applications
4. Criteria for applications

Part 2: The Committee

5. Purpose of Committee
6. Composition of the Committee
7. Chairperson of Committee
8. Conduct of members of the Committee
9. Quorum
10. Decisions of the Committee
11. Meetings the Committee
12. Convenor of the Committee

Part 3: Exemption Procedures

13. Lodging an application
14. Duty of convenor on receipt an application
15. Incomplete applications
16. Condonations
17. Findings and reasons for decision

Schedule: Definitions

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PART 1: INTRODUCTORY PROVISIONS**1. Purpose of Constitution**

The purpose of this Constitution is to govern the procedures of the National Exemptions Committee ("the Committee"), established by the Plastics Negotiating Forum (PNF) of the Metal and Engineering Industries Bargaining Council ("the Council"), in terms of Clause 22(1)(e) of the Plastics Industry Main Collective Agreement and to ensure that the Committee operates in an orderly and transparent manner.

2. Application of the Constitution

This Constitution applies to all applications for exemption except to the extent that a collective agreement sets out a different procedure for the hearing of an application for exemption to be exempt from any provision of that particular collective agreement.

3. Nature of Application

3.1 The Committee shall consider applications submitted in line with Clause 22(2)(a) of the Plastics Industry Main Collective Agreement;

3.2 All applications for overtime exemptions and notices for short time, lay-offs and retrenchments will dealt with administratively by each Region of the Council.

4. Criteria for Exemption

4.1 In considering any application for exemption the Committee shall apply the criteria as set out in Clause 22(3) of the Plastics Industry Main Collective Agreement.

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PART 2: THE COMMITTEE

5. Purpose of the Committee

5.1 The purpose of the Committee is to hear and consider applications for exemption:

5.1.1 brought by parties to the Plastics Industry Main Collective Agreement

5.1.2 brought by non-parties to the Plastics Industry Main Collective Agreement

6. Composition of Committee

6.1 The General Secretary must appoint the Committee. The Committee will consist of persons in the employ of the Council who possess sound knowledge of the Industry, Employment Law and Finances. The Committee will comprise:

6.1.1 three permanent members.

6.2 Committee members hold office until --

6.2.1 they resign on three months' written notice to the Council; or

6.2.2 the Council resolves to terminate their membership of the Committee.

7. Chairperson of the Committee

7.1 The Committee shall elect one of the permanent Committee members as chairperson of the Committee.

7.2 If the chairperson is not present at a meeting of the Committee, the other Committee members present must elect a chairperson for that meeting.

8. Conduct of members of Committee**8.1 Members of the Committee –**

- 8.1.1 must be independent and impartial and perform the functions of office in good faith;
- 8.1.2 must recuse themselves from any application, if they have a direct financial interest or any other conflict of interest in the subject matter of the application.

9. Quorum

- 9.1 Subject to sub-clauses 9.2, two members of the committee form a quorum for any meeting of the Committee.
- 9.2 If only two members are present at a meeting and they cannot reach consensus on any issue to be determined, the application must be deferred to a further meeting of the Committee and that further meeting must be attended by three Committee members.

10. Decisions of the Committee

- 10.1 A decision of a quorate meeting of the Committee is a decision of the Committee.
- 10.2 A decision agreed and confirmed in writing by three members of the Committee, is as valid as a decision adopted at a duly convened meeting of the Committee.
- 10.3 A decision of the Committee must be signed by the Chairperson.
- 10.4 Proceedings of the meetings of the Committee shall be minuted by the convener of the Committee appointed in terms of clause 12 of this Constitution. Such minutes shall be confirmed at the next meeting of the Committee and signed by the Chairperson.

11. Meetings of the Committee

- 11.1 Unless otherwise provided for in this clause, the chairperson of the Committee must determine the date and time for Committee meetings, in consultation

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with the Council provided that the provisions of clause 22(1)(c) of the Plastics Industry Main Collective Agreement will be observed.

11.2 The Committee must meet –

11.2.1 at least once a month, unless there are no applications to be considered; or

11.2.2 when requested to do so by the Council, on the basis of the urgency of an application

11.3 If a meeting of the Committee does not finalise an application, the meeting may be postponed to a date and time agreed by the members of the Committee.

12. **Convenor of the Committee**

12.1 The General Secretary of the Council shall appoint an employee of the Council as convenor of the Committee.

12.2 The *convenor* may participate in Committee meetings but may not vote.

12.3 The *convenor* is responsible for –

12.3.1 giving Committee members notice of meetings;

12.3.2 keeping minutes of Committee meetings;

12.3.3 recording Committee meetings, if required to do so by the Committee;

12.3.4 carrying out any other duties imposed by this Constitution or required of the convenor by the Committee or the Council.

12.4 The General Secretary of the Council may delegate any of the convenor's functions to any other employee of the Council.

13. **Duty of *Convenor* on receipt of an application**

13.1 On receipt of a notice of an application the *convenor* must –

13.1.1 confirm that the application is an application to be determined by the Committee;

13.1.2 ensure that all relevant documentation is attached;

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- 13.2 If the convenor is of the view that the application is not one to be determined by the Committee, the convenor must return the application to the relevant Regional Office together with an explanation as to how the matter should be dealt with.

14. Incomplete applications

If an application is incomplete in any respect, the *convenor* must notify the party that lodged the application and give that party a further seven days from date of notification to file the additional information.

15. Condonation

- 15.1 The Committee may, on good cause shown, condone the late filing of any application.
- 15.2 An application for condonation must be signed by a Commissioner of Oaths.

16. Findings and reasons for decision

- 16.1 During the meeting of the Committee where an application has been considered, the Committee must provide the *convenor* with a decision on the application and with brief reasons for that decision.
- 16.2 The *convenor* must circulate the Committee's decision and reasons to the applicant, the trade union if applicable and the Regional Office of the Council where the applicant is located.

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SCHEDULE

Definitions

Unless the context indicates that another meaning is intended –

“applicant” means the entity lodging an *exemption application*;

“convenor” means an employee of the Council tasked with convening meetings of the committee;

“exemption application” means an application by anyone who wishes to be exempted from the provisions of the Plastics Industry Main Collective Agreement.

“National Exemptions Committee” means a committee of the Council authorized to hear and decide exemption applications for the Plastics Industry Main Collective Agreement;

“members of the committee” means permanent members of the National Exemptions Committee.

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ANNEXURE E
PICKETING RULES

1. PARTIES TO THE dispute

- a. The parties to the dispute giving rise to the strike/lock-out are:

i.

herein after referred to as the "Union"; and

ii.

herein after referred to as the "Employer".

2. BINDING NATURE

- a. These Rules are binding on parties to the dispute and their officers, officials, members.
- b. These Rules must be interpreted in accordance with –
- i. Sections 17, 18 and 23 of the Constitution;
 - ii. The Regulation published in terms of the Disaster Management Act;
 - iii. Section 69 of the LRA (Act);
 - iv. The Code of Good Practice Collective Bargaining: Picketing Code; and
 - v. The Employer's Disciplinary Codes and Procedures.
- c. Where these Rules are silent, the relevant provisions of the Act and the Code will apply.

3. PURPOSE OF THE PICKET

- a. The only purpose of the picket is to approach and peacefully seek to persuade the following persons to support the strike by temporarily withholding their services from working for the Employer:
- i. Service providers, clients and customers of the Employer;
 - ii. Members of the public; and
 - iii. Employees who are not on strike and replacement workers.

4. LOCATION OF PICKET AND NUMBER OF PICKETERS

- a. A picket may only be held at the places designated in Annexures A. In the event of a National and/or multiple site strike/lock-out the designated areas must be agreed upon and identified.
- b. Only members of the Union may take part in the picket.
- c. A picket at the designated location may not exceed a maximum of 50 members subject to the formula set out in paragraph 9(a).

5. DURATION OF THE PICKET

- a. The picket may only commence after the commencement of the strike;
- b. The picket may only commence once authorised by the Union;
- c. The picket may only commence 48 hours after the results of the ballot has been communicated and verified. The ballot will be conducted as follows:
 - i. Only the category of employees involved in this dispute are eligible to cast a ballot;
 - ii. The ballot will be conducted on _____ from 07:00 to 07:30 at the premises of _____; and
 - iii. The Employer has been afforded the right to verify the ballot results independently.
- d. The picket may only take place between 08:00 – 15:00 Monday to Friday.
- e. Each member participating in the picket will be subject to the screening procedures set out below in 6(c), which includes refusal to be granted the right to picket if suspected of being infected with the Corona virus and the non-observance of social distancing. The Union will be required to ensure that all picketers are screened observe social distancing and comply with all Health and Safety Regulations and Directions at all times. Should the Union be unable to ensure full compliance with the aforementioned no picket may take place.

6. NATURE AND CONDUCT OF PICKET

- a. Picketers must at all times conduct themselves in a peaceful, unarmed and lawful manner and not interfere with the constitutional rights of other persons.
- b. Subject to clause 6(c), picketers may for the purposes of the picket –
 - i. Carry placards;
 - ii. Hand out pamphlets;
 - iii. Chant slogans, sing and dance;
 - iv. Be addressed by union officials; and
 - v. Wear trade union t-shirts, hats, caps, badges and other paraphernalia.
 - vi. Approach and peacefully engage suppliers, clients, customers, employees and replacement workers not to enter the premises and support the strike.
- c. Picketers will observe the limitations on the activities which are required to give effect to the Regulation and Directions in terms of the Disaster Management Act, comply with the screening procedures rights listed in 6(b) in respect of locations are detailed in Annexure A. All picketers will, at all times, wear a clear face shield and no masks or hoodies will be allowed. The screening process will include the taking of temperatures, sanitising of each picketer at least every 2 hours, record keeping of a questionnaire as prescribed

by the Regulations on a daily basis. The Union will be responsible to keep records and make sanitisers, face shields and thermometers available.

d. Picketers may not –

- i. Whilst involved in the activities contemplated in 6(c) use hate or defamatory speech or incite violence;
 - ii. Obstruct or block any of the entrances and/or areas designated for moving equipment and/or heavy vehicles and/or public access roads to and from the Employer;
 - iii. Forcefully prevent or appear to prevent suppliers, clients and customers of the Employer, members of the public and vehicles, employees who are not on strike and replacement workers from entering or leaving the premises of the Employer and/or prevent, intimidate or interfere with non-striking employees traveling to and from the premises of the Employer;
 - iv. Commit any unlawful action, such as intimidating, coercing, threatening or assaulting any person or causing or threatening to cause any damage to any property whether belonging to the Employer or not;
 - v. Remove the face shields and/or disregard the protocols as listed in 6(c) above and/or disregard the 1.5 meter distance between picketers and/or when engaging in any activity listed 6(b); or
 - vi. Have any dangerous weapons or objects in their possession.
- e. For the purposes of these Rules, dangerous weapons include any object that could be used to injure or threaten a person or damage property. In the context of a picket there is no justifiable use for the possession or display of such an object, in particular any of the following objects:
- i. Knives, spears, pangas, bush knives or any similar object;
 - ii. Sticks and knobkierries whether made of metal or wood;
 - iii. Whips and sjamboks;
 - iv. Bricks, stones or any similar object that can be thrown or propelled in a manner that can cause injury or damage to property;
 - v. Any inflammable substance;
 - vi. Any liquid, foam, or similar substance that can be sprayed or extruded to cause injury or damage to property.
- f. The Union will call off the picket within 4 hours of being notified of any form of misconduct and/or contravention of these Rules. The notice to the Union must be detailed and proof of any transgression must be attached and delivered with the notice. In the absence of any evidence as referred to the picket will continue.

7. CONTROL OF PICKETS

- a. Union officials and managers are accountable and should be available to resolve problems may the need arise;

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- b. The name and contact details of the union convenor/s of the picket and the employer representative/s are listed in Annexure B;
- c. The convenor/s of the picket is responsible for overseeing the picket and ensuring that the picket complies with the rules;
- d. The trade union must appoint one marshal for every (10) ten picketers to monitor and control the picket. The full names and contact details of the marshals are also listed in Annexure B hereto;
- e. The convenors, marshals and the employer representative must be present from the start to the end of the picket each day. In the event the convenors and/or marshals are not present no picket will take place;
- f. The convenor/s, marshals and the employer representative/s must –
 - i. At all times during the picket have a copy of these Rules in their possession;
 - ii. At all times during the picket have a copy of Annexure B to identify themselves as convenor/s or marshals; and
 - iii. Be present from the start to the end of each day of the picket, subject to 7(e) above.
- g. The names and telephone numbers and email addresses of the convenor/s and marshals must be set out in Annexure B;
- h. Any changes to the convenor/s, employer representative and marshals must be sent by text and email to the persons listed in Annexure B;
- i. The Union will ensure that its members who participate in a picket wear the identification described in Annexure B;
- j. The Union must train its convenor/s and marshals on the Code of Good Practice and these Rules and their responsibilities during a lawful and peaceful picket; and
- k. The name and contact details of the Commissioner assigned to conclude these rules are as follows:
 - i. Name & Surname: _____
 - ii. Mobile contact number: _____
 - iii. Email address: _____

8. EMPLOYER CONDUCT

- a. The Employer or any person in authority at the workplace or acting on the Employer's behalf may not;
 - i. In any way hinder or obstruct the lawful and peaceful conduct of the picket;
 - ii. Undermine any employee's right to lawfully and peacefully participate in the picket or discipline or threaten to discipline any employee for peacefully and lawfully doing so;
 - iii. Engage in or permit conduct which is provocative or may incite conflict; or

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- iv. Carry a dangerous weapon of any kind while in contact with the picketers.
- v. Use hate or defamatory speech or incite violence.

9. PICKETING WITHIN DESIGNATED AREA

- a. The designated area for the picket will **not** be on the premises of the Employer and the number of picketers will not be more than 50 unless it has to be reduced applying the following formula (**designated area $m^2 / 2.25m^2$**). The Employer will provide the Union with written confirmation of the health and safety rules to be observed before, during and after the picket.
- b. Participants in the picket must in addition to clauses 6 and 7 above –
 - i. Remain within the designated picketing area;
 - ii. Observe the health and safety rules and regulations, disciplinary codes and procedures the;
 - iii. Refrain from causing any damage to company property or allowing damage to be caused; and
 - iv. Leave the premises and the facilities in the condition in which they found it.

10. FAILURE TO COMPLY WITH THESE RULES

- a. Any person may refer a dispute concerning the interpretation and application of these Rules to the Commissioner responsible for the conciliation of the dispute giving rise to the strike or lock-out and these Rules.
- b. The Labour Court may suspend a picket at the Employer if these Rules have not been complied with in terms of Section 69(12)(c) of the Act; and
- c. Non-compliance with these Rules by any picketer may be met with disciplinary action after the end of the picket.

11. DISPUTE RESOLUTION

- a. Any dispute about the interpretation and application of these Rules or any alleged breach thereof shall be dealt with in accordance with section 69(8), (9), (10) and (11) of the Act or section 158(1)(g) of the Act. This does not affect any other right that any person may have in terms of the Act or any other law.
- b. It is recorded that the Employer, the trade union and persons taking part in the picket are subject to the protections and provisions set out in section 67 of the Act.

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12. POLICE INVOLVEMENT

- a. These Rules do not affect the right of any person to ask the South African Police Service or any security organisation responsible for maintaining safety and security at the workplace to investigate or deal with any unlawful conduct or alleged unlawful conduct.
- b. If this happens, the Employer and the Union undertake to cooperate with the police or security organisation in the performance of their duties and the trade union undertakes to do everything possible to ensure that its members will do the same.

13. TERMINATION

- a. These Rules will remain in effect until:
 - i. The settlement of the dispute; or
 - ii. Until it is terminated or reviewed by mutual agreement, whichever comes first.

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ANNEXURE A

DESCRIPTION OF PLACE FOR THE PICKET

ADDRESS AND LOCATION OF THE PICKET AND THE NUMBER OF PICKETERS:

Address and location of the picket:

Physical location of the picket:

As identified in the photograph on Annexure "A2"

Duration and time of the picket:

Commence on and within the time frames set out paragraph 5 of the agreement.

Number of picketers:

A maximum of 50 picketers subject to the provisions contained in paragraphs 4 & 9 of the agreement. All picketers will be required to sign in as a visitor (Company Policy) for contact tracing reasons.

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ANNEXURE "A2"

[INSERT A PHOTOGRAPH AND CLEARLY IDENTIFY THE PICKETING AREA]

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ANNEXURE B
NAMES AND DETAILS OF PARTICIPANTS

COMMISSIONER:

1. _____

CONVENOR/S:

1. _____

2. _____

EMPLOYER REPRESENTATIVE/S:

1. _____

2. _____

MARSHALLS:

1. _____

2. _____

3. _____

4. _____

5. _____

IDENTIFICATION:

Each marshal shall wear _____

which will be clearly marked and distinguishable from the picketers.

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Thus signed at Johannesburg, for and on behalf of the parties, on... 08 OCTOBER 2021

ON BEHALF OF EMPLOYERS

Cape Engineers' and Founders' Association
(CEFA)


Signature B. M. Ashlin

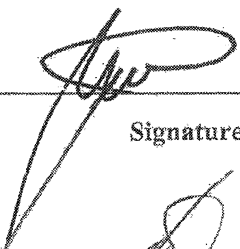
Consolidated Employers' Organisation (CEO)


Signature J. Press
14/10/21

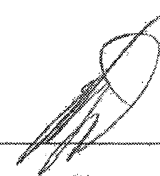
Kwa-Zulu Natal Engineering Industries' Association
(KZNEIA)


Signature

National Employers' Association of South Africa
(NEASA):.....


Signature

Plastics Convertors Association of South Africa
(PCASA)

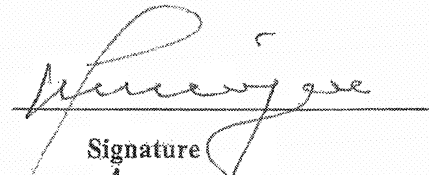

Signature

South African Engineers and Founders'
Association (SAEFA)

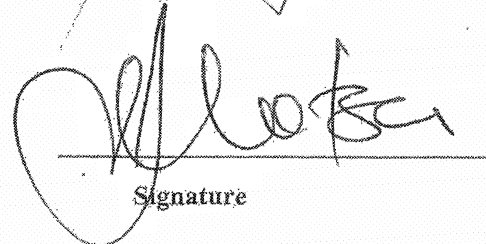

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ON BEHALF OF TRADE UNIONS

MEWUSA


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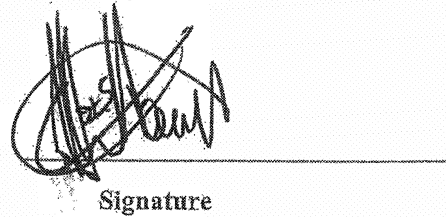
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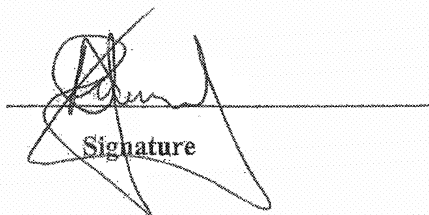
SAEWA


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Solidarity/Solidarity


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UASA-The Union


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