

ANNEXURE E1

adopted by
MANCO on 30th
Jan

STRICTLY CONFIDENTIAL

PROCESS AGREEMENT

2024

PROCESS AGREEMENT

1. INTRODUCTION

The current Main Collective Agreement expires on 30 June 2024 and the Parties are committed to commencing with negotiations as early as is practicably possible in 2024 with a view to:

- achieving a settlement that is acceptable by bargaining in good faith;
- exploring every ethical option in trying to reach settlement; and
- achieving an inclusive bargaining environment within the Metal and Engineering Industries Bargaining Council (MEIBC).

It is intended that this document will be presented to the MEIBC Management Committee Meeting in January 2024, with a view to it being signed-off by the Parties.

2. VALUES

The following values will underpin the interaction between the Parties during the negotiations:

- **Maturity**
 - listening to the points of view of others;
 - tolerance for different views and proposals;
 - constructive debate;
 - a professional approach; and
 - refraining from conduct that renders the negotiations process dysfunctional.

- **Respect**

- self-discipline;
- no personal and/or organizational insults and/or reactions in meetings; and
- no interruptions when others are speaking.

- **Honesty**

- giving reliable and honest feedback to each other and to members, which correctly reflects what has transpired in the negotiations.

- **Interdependence**

- recognizing that the parties are interdependent and that the metals and engineering industries future development, growth and transformation, as well as the welfare of its employees, is in many ways a shared responsibility; and
- accepting that bargaining is a process in which Parties seek to find mutually acceptable solutions.

- **Continuity**

- to ensure continuity, each party shall appoint a Chief Negotiator/s for the duration of the negotiations who shall be the main spokesperson/s for that party; and
- Each party will appoint an Alternate/s to take the place of the Chief Negotiator/s in the event that the Chief Negotiator/s for whatever reason are absent.

3. UNACCEPTABLE CONDUCT DURING NEGOTIATIONS

The Parties agree that the following conduct will not be acceptable in a negotiating plenary and / or working group session:

- the use of inflammatory language and / or gestures;
- any form of intimidation or violence, damage to property or threatening behaviour and / or language;
- the carrying of any weapons;
- disruptive use of cell phones and / or other electronic devices; and
- poor time management.

4. LOGISTICAL ARRANGEMENTS

It is proposed that the Management Committee (MANCO) Meeting in January 2024 finalize the following logistical arrangements, namely:

- Meeting format i.e., in person and virtual.
- For in person meetings:
 - meeting venues;
 - number of delegates per negotiating party; and
 - arrangements for live streaming to remaining delegates.
- Appointment of a Chairperson/s to facilitate the negotiations:
 - nomination of a facilitator/s; and
 - selection of a facilitator/s;
- Confirmation of Employer and Trade Union Main Negotiating Teams;
- The MANCO will finalize the MEIBC Budget to cover the main delegates of the parties' travel and accommodation expenses;
- Dates for commencement of engagements – **see hereunder**; and

- Signing-off on the *Good Faith Declaration* - attached as **Annexure 1**.

5. NEGOTIATING TIMETABLE

Month	Process	Comments
7 th February at 10:00	Pre-Bargaining Conference	Understanding industry issues and challenges.
25 th March	Submission and exchanging of demands and triggering Annexure E of the Councils Constitution	Finalize respective parties demands, exchange of demands and triggering Annexure E
10 April	Commencement of Negotiations	Commencement of negotiations
24 April	Negotiations	Negotiations
8 May	Negotiations	Sign-off

6. OUTSTANDING ISSUES

Although work has been done in dealing with outstanding issues arising from various industry settlement agreements, the key demands as set-out in the 2021/ 2024 Gazetted Main Collective Agreement, attached as **Annexure 2**, shall be processed by the Parties and allocated to various forums, with agreed timelines in order that they do not unnecessarily hold-up the finalization of the key demands needed for settlement.

The MANCO Meeting on 30 January will reschedule the MANCO meeting of 12 March to the 2nd, 3rd or 4th April 2024 in order to empower the MEIBC Drafting Committee, in-line with Annexure E, to finalize the identification of forums, working groups, task teams and/ or committees, with agreed time-lines and regular feedback processes to the MEIBC STANCO and/or FACOM and where necessary, the formulation of recommendations for acceptance and implementation by the MANCO.

7. DEALING WITH THE MEDIA

- The Trade Unions and Employer Constituencies will be entitled to engage with the media in their own rights.
- Where agreed, the Trade Unions and the Employers shall deal with the media jointly, subject to the following:
 - parties will agree in advance as to the subject matter, content and means of communication to the media, which shall be captured in writing; and
 - each party will nominate their respective spokesperson for purposes of such joint media communication.

8. HONOURING OF AGREEMENTS

- Agreements reached and issues settled between all the parties while the negotiations are in progress will be honoured and no party will delay these negotiations by re-opening issues already concluded during the negotiation process.

9. NON-COMPLIANCE

In the event of non-compliance with these procedural rules, the issue shall initially be raised with the Chairperson/s of the negotiating meeting

as well as with the Chief Negotiators of the Parties, who will be responsible for ensuring compliance and shall endeavour to resolve the issue in question.

10. ACCEPTANCE OF PROCEDURAL AGREEMENT

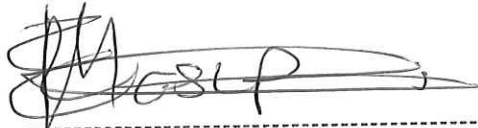
Signed at the MEIBC Offices on 30 JANUARY, 2024

For the Steel and Engineering Industries Federation of Southern Africa (SEIFSA)
on behalf of its Member Employer Associations:

- Association of Electrical Cable Manufacturers of South Africa
- Cape Engineers' and Founders' Association
- Constructional Engineering Association (South Africa)
- Electrical Engineering and Allied Industries' Association
- Electrical Manufacturers' Association of South Africa
- Gate and Fence Association
- Hand Tool Manufacturers' Association
- Iron and Steel Producers' Association of South Africa
- Kwa-Zulu Natal Engineering Industries' Association
- Lift Engineering Association of South Africa
- Light Engineering Industries' Association of South Africa
- Non-ferrous Metal Industries' Association of South Africa
- Eastern Cape Engineering and Allied Industries Association
- Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
- S.A. Electro-Plating Industries' Association
- S.A. Refrigeration and Air Conditioning Contractors' Association
- S.A. Pump Manufacturers' Association

- S.A. Valve and Actuator Manufacturers' Association

AND



Consolidated Employers Organisation (CEO)

AND

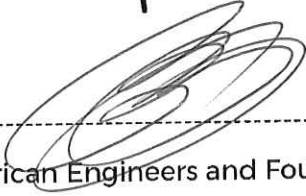
Federated Employers Organisation South Africa (FEOSA)

AND



National Employers Association of South Africa (NEASA)

AND



South African Engineers and Founders Association (SAEFA)

AND

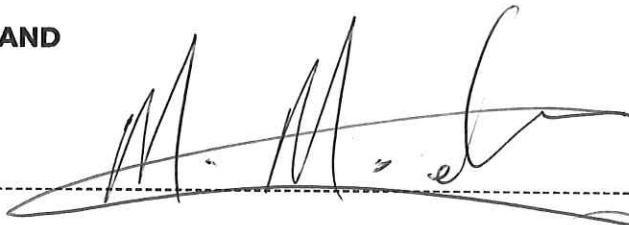
South African United Commercial and Allied Employers Organisation (SAUEO)

AND



National Union of Metalworkers of South Africa (NUMSA)

AND



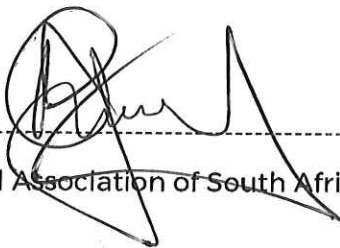
National Union of Mineworkers of South Africa (NUM)

AND



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AND



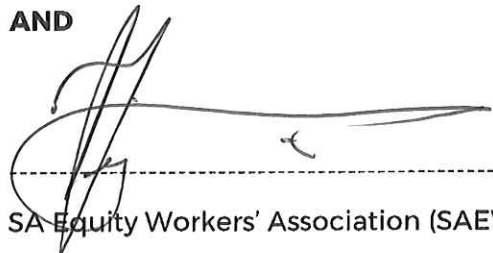
United Association of South Africa (UASA-The Union)

AND



Metal and Electrical Workers union of South Africa (MEWUSA)

AND



SA Equity Workers' Association (SAEWA)

Ends.

GOOD FAITH DECLARATION

In the 2024 Main Agreement Wages and Terms and Conditions of Employment
Negotiations between:



The Steel and Engineering Industries Federation of Southern Africa (SEIFSA) on
behalf of its Member Employer Associations:

- Association of Electrical Cable Manufacturers of South Africa
 - Cape Engineers' and Founders' Association
- Constructional Engineering Association (South Africa)
- Electrical Engineering and Allied Industries' Association
- Electrical Manufacturers' Association of South Africa
 - Gate and Fence Association
 - Hand Tool Manufacturers' Association
- Iron and Steel Producers' Association of South Africa
- Kwa-Zulu Natal Engineering Industries' Association
- Lift Engineering Association of South Africa
- Light Engineering Industries' Association of South Africa
- Non-ferrous Metal Industries' Association of South Africa
- Eastern Cape Engineering and Allied Industries Association
- Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
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Consolidated Employers Organisation (CEO)

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Federated Employers Organisation South Africa (FEOSA)

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National Employers Association of South Africa (NEASA)

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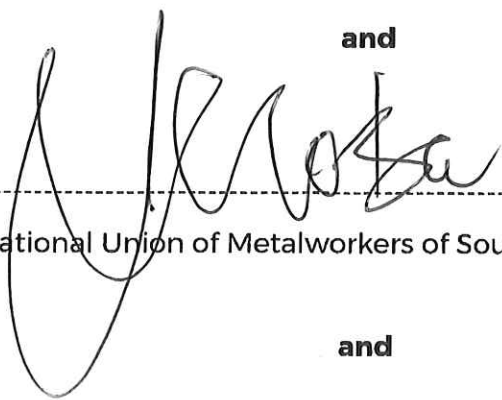


South African Engineers and Founders Association (SAEFA)

and

South African United Commercial and Allied Employers Organisation (SAUEO)

and



National Union of Metalworkers of South Africa (NUMSA)

and

2. We will adhere to the principles of good faith bargaining contained in the Code of Good Practice on Collective Bargaining and Industrial Action as set out in the Labour Relations Act 66 of 1995, as amended.
3. We will treat each other with respect and conduct the negotiations in a rational, constructive and courteous manner.
4. We will not deliberately delay negotiations by failing to respond quickly to communications and/or attend meetings without a mandate.
5. We will attend the agreed negotiating meetings and, if for good reason we are unable to do so, we will ensure that reasonable notice of our non-attendance is given to avoid wasteful expenditure and inconvenience.
6. We will faithfully communicate any proposals or counterproposals arising from negotiations to our respective members and mandating structures.
7. We will not conduct ourselves in any way that may constitute conduct that undermines the negotiations.

Signed on 30/01/24 2024 at MEIBC OFFICES

Ends.

DEPARTMENT OF EMPLOYMENT AND LABOUR


NO. R. 2569

7 October 2022

LABOUR RELATIONS ACT, 1995

**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF
THE CONSOLIDATED 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 2024.


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

7. Outstanding issues

These issues from previous negotiations and the 2021 round of negotiations include :

- Constitutional Amendments and Revision,
- Scope of the Main Agreements,
- Main Agreement Exclusions,
- Main Agreement – Simplifications – Paul Benjamin version,
- Demarcations – Policy and Procedure,
- Jurisdiction – Policy and Procedure,
- CDR Rules,
- Sick Notes – Homeopaths,
- Section 29 – Injury on Duty,
- Sick Pay Fund – Maternity benefit,
- Jurisdictional S62 Disputes
 - MEIBC v/s EIBC
 - MEIBC v/s SCPNPI
- Distressed Sectors
 - Usher & Lasher,
 - Industry Policy Framework Agreement,
- Corporate Permits
 - Strategic Agreement – MEIBC – DTI / DOL / DHA,
 - Operational Engagement – DOL & interaction DTI,
 - Pilot Project – Limpopo Province,
 - Development of an MEIBC Policy,
- MEIBC Policy – Unforeseen Circumstances – Death of Injury in Duty,
- a revised dispute resolution collective levy agreement;
- a revised registration and administration collective levy agreement;
- establishment of a disaster fund to assist workers placed on short-time, lay-off and/ or further lockdowns;
- modernising and overhauling of the current industry grading system e.g. collapsing of grades H and G into F and/ or the introduction of a more scientific grading system (e.g. Peromnes, Patterson, Hay etc.) and/or the introduction of a new entry level grade i.e. i or H(a) to the current thirteen grade structure to encourage job creation;
- amending the scope of jurisdiction of the bargaining council and the scope of the Main Agreement to cover for e.g. scrap metal, overhead power lines and other jobs to be identified in the direct line of production;
- modernising, revising and amendments to the bargaining councils constitution;
- investigating the introduction of an industry bench-mark or ratio for apprentices to artisans and training and career paths for industry workers;
- amending the rules of the funds to permit employees to access funds for the purposes of housing and/or the establishment of an industry housing fund;
- ensuring alignment of clause 34 of the Main Agreement with the sick pay fund rules;
- ensuring aligning of clause 29 of the Main Agreement with the rules of the Compensation for Occupational Injuries and Diseases Act (COIDA);

- broadening the scope of the one day's medical testing (currently paid by the Sick Pay Fund) to also cover a once-in-a-year general medical check-up;
- investigate the feasibility of an industry medical aid/ health care system, the modalities and implication therein, whilst recognising that where existing medical aid arrangements are in place at individual company level, such arrangements will not be affected;
- notwithstanding the parties agreeing that the bargaining council's existing Main Agreement exemptions policy will continue to apply, reviewing the definition of a struggling business, small business and exemption criteria beyond the current arrangement where financial reasons, head-count and length of time a small business has been in operation are the only qualifying criteria;
- the trustees of the Sick Pay Fund to investigate extending benefits to cover employees impacted by Covid-19 for example, dealing with employees with comorbidities who are unable to work from home, time-off to receiving vaccinations etc.; and
- requesting the trustees of the EIPF and MIPF to investigate the introduction of a funeral benefit for members and dependents.