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SA ENGINEERS AND
FOUNDERS ASSOCIATION

26 May 2020

Mr. Sicelo Nduna
General Secretary: Metal and Engineering Industries Bargaining Council
PO Box 9381
Johannesburg
2000

Dear Sir,

This letter hereby serves to notify you of our position with regards to negotiations in respect of the MEIBC Consolidated Collective Main Agreement (the “Main Agreement”).

At a meeting of our members on 19 February 2019, the mandate given by the members was to continue with negotiations from where we were the last time we engaged with parties (detailed hereunder). This position was again confirmed at a meeting held earlier this year on 21 April 2020:

1. To continue to negotiate clauses 1 and 3 of Part II of the Main Agreement, labelled “Wages and Earnings” and “Wage Tables” respectively, in order to provide for a new entrant wage structure, applicable to new employees not previously or currently employed at businesses registered with the Metal and Engineering Industries Bargaining Council.
2. To continue to negotiate clauses 1 and 3 of Part II of the Main Agreement, labelled “Wages and Earnings” and “Wage Tables” respectively, in order to provide for wage increases agreed upon to be awarded on minimum rates of pay.
3. To continue to negotiate clause 2 of Part I of the Main Agreement, labelled “Period of Operation of Agreement” and any other applicable clause in order to provide for a three-year agreement.
4. To continue to negotiate clause 23 of Part I of the Main Agreement, labelled “Exemptions”, in order to provide for a new, revamped and effective exemptions policy.
5. To continue to negotiate clause 37 of Part I of the Main Agreement, labelled “Levels of Bargaining in the Industry” and also to include the words “...and all matters of mutual interest...” to the current Section 37(5) wording.



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6. To continue to negotiate clauses 12 and 14 of Part I of the Main Agreement, labelled “Leave Pay” and “Leave Enhancement Pay (L.E.P)” respectively, in order to provide that only shifts *actually worked* qualify for purposes of calculating Leave Enhancement Pay.
7. To continue to negotiate clause 5 of Part I of the Main Agreement, labelled “Overtime and Payment for Work on Sundays” and any other applicable clause, in order to provide for the first 45 hours per week to be paid at normal time rates of pay.
8. To continue to negotiate clause 13 of Part I of the Main Agreement, labelled “Additional Paid Leave” in order for it to not be applicable to new entrants.

I trust that the procedures laid down in Annexure E of the MEIBC Constitution will be followed, whether the parties to the Council consider these to be new demands in respect of proposed amendments to an existing agreement or the introduction of a new one, or the continuation of negotiations initiated in 2017 and continued in 2019, as we do.

Yours sincerely,

Gordon Angus
SAEFA Executive Director