

**COLLECTIVE SETTLEMENT AGREEMENT CONCLUDED IN THE PLASTICS
NEGOTIATING FORUM OF THE METAL AND ENGINEERING INDUSTRIES
BARGAINING COUNCIL**

This collective agreement is concluded in the PNF (Plastics Negotiating Forum) between the under mentioned party trade unions and employers' organisations on the date of the last signature hereto.

On the one hand

MEWUSA

NUMSA

SAEWA

SOLIDARITY/SOLIDARITEIT

UASA (The Union)

And

On the other hand

CEFA

CEO

KZNEIA

NEASA

PCASA

SAEFA

The Parties

In consideration of a full and final settlement of the issues that gave rise to the industrial action that commenced on October 15th, 2018, and/or any other dispute relating to conditions of employment the Parties have resolved the dispute on the terms and conditions that follow hereunder:

1. The present strike in the Plastics Industry or any conduct in contemplation or furtherance thereof is hereby officially called off and the strike notices are herewith withdrawn; and the present lock-outs or any conduct in contemplation or furtherance thereof is hereby officially called off and the lock-out notices are herewith withdrawn.
2. Accepting that the Plastics Negotiation Forum (“the PNF”) is the sole and exclusive forum for bargaining any conditions of employment for employees employed in the Plastic Industry “employee”), falling within the scope of registration of the MEIBC, this collective agreement is concluded in the PNF.
3. Workers’ conditions of employment & benefits that applied at 30 June 2014, barring wage rates and the retention of the regional dispensation, shall be implemented and shall not be less favourable nor down varied.
4. For the period from the effective date until 30 June 2019 no employer shall pay any employee engaged in work classified in the technical schedules lower that specified below and no employee shall accept wages lower that than specified:

	Minimum wage rate until 30 June 2019
A	R77.62
B	R63.41
C	R60.93
DD	R54.09
E	R42.35
F	R35.71
G	Only applicable to phase-in employees earning below R 32.19 per hour <ul style="list-style-type: none"> • R31.91 as of November 1st 2018 • R 32.19 as of April 1st 2019
H	Only applicable to phase-in employees earning below R 30.61 per hour <ul style="list-style-type: none"> • R29.34 as of November 1st 2018 • R 30.61 as of April 1st 2019

- 4.1** For the period 1 July 2019 to 30 June 2020 an across the board increase on the wage schedule equal to the year on year CPI March figure published in April 2019 plus 0.5% provided that CPI remains within the 6% - 10% range. Should the published CPI headline figure be below 6% at that stage the increase on the wage schedule will be 6.5% and should the published CPI headline figure at that stage be

above 10% the increase on the wage schedule will be 10%. The regional dispensation will be retained.

4.2 For the period 1 July 2020 to 30 June 2021 an across the board increase equal to the year on year CPI March figure published in April 2020 plus 0.5% provided that CPI remains within the 6% - 10% range. Should the published CPI headline figure be below 6% at that stage the increase on the wage schedule will be 6.5% and should the published CPI headline figure at that stage be above 10% the increase on the wage schedule will be 10%. The regional dispensation will be retained.

5. The provisions of this agreement shall be incorporated in a new amended Plastics Industry Main Collective Agreement (“the PIMCA”) which the Parties undertake to sign concurrent with this agreement.
6. The Parties undertake to initiate and participate in a process in the PNF to reconsider the PIMCA to ensure effect is given to paragraph 5 above. This process shall include:
 - a. A due diligence audit designed to ensure that conditions of employment contained in the PIMCA are not less favourable than what existed prior to 30 June 2014; and
 - b. Elimination of provisions not applicable to the Plastics Industry; and
 - c. Amendments required by the context to observe and give effect to a continuous operation in the Plastic Industry; and
 - d. Simplify the PIMCA to construct an agreement that is more user friendly for workers to understand the agreement and conditions of employment; and
 - e. This process must be concluded on or before 30 June 2019;
 - f. Once the draft has been finalised the draft is subject to member approval of all parties and their constituencies; and
 - g. The amendments to the PIMCA so concluded shall be effective from date of the last signature thereto, alternatively as agreed between the Parties, and shall terminate no earlier than June 30th, 2021.
7. On completion of the process set out in 6 above the Parties undertake to commission a feasibility study analysing the minimum wage rate of pay limited to categories G & H. this process shall be conducted as follows:
 - a. The terms of reference shall be agreed; and
 - b. The Parties shall agree on the independent person / organisation responsible for the study; and
 - c. Parties participation in the process is essential; and
 - d. A draft report must be presented to the Parties to make input and comment; and
 - e. The final report is subject to approval by all Parties and their constituencies.

8. The Parties further agree that in the event that an employer reduced the wage rate of an employee employed on or before 30 June 2014, by virtue of the implementation of the PIMCA from 1 July 2014, such employees' wage rate will be adjusted to the wage rate equal to what he/she earned at 30 June 2014 and once adjusted his /her rate will further be adjusted by the relevant increases in 2015/16/17and 18.
9. The Parties agree that for the period ending June 30th, 2021 no matter concerning mutual interest disputes and/or concerning any condition of employment or wages 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;
10. In order to safeguard the PNF and Agreements concluded in the PNF, the Parties further agree to do all things necessary to expedite the process of extension of the terms and conditions agreed herein, and incorporated into the PIMCA, to all non-party employers and employees operating within the plastics industry falling within the scope of registration of the MEIBC as defined. The Parties agree to support and do all that may be necessary to comply with the provisions of S.32 of the LRA to request the Minister of Labour to extend the PIMCA to non-parties.
11. 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.
12. It is recorded that this collective agreement settles the dispute concerning wages and terms and conditions of employment expressly excluding any and all matters relating to misconduct and/or unlawful conduct and/or damages suffered during the course of the industrial action by Plastics employers and/or any contempt of Court proceedings that may be instituted.
13. No alteration, variation or addition to, nor consensual cancellation of or the waiver of any right in terms of this Agreement, including this clause, shall be of any force or effect, unless it is reduced to writing and signed by all the Parties to this agreement.
14. No latitude, extension of time, or other indulgence which may be given or allowed by a Party to the other in respect of the performance of any obligation assumed under this agreement shall operate as a waiver of or novation of or otherwise affect any of the first mentioned party's rights in terms of this Agreement.

15. The Parties record that this document constitutes the entire Agreement between them and that there are no prior, ancillary or collateral agreements between them other than any agreement specifically referred to elsewhere in this document.

16. If one or more provisions of this Agreement, including schedules referred to herein, are or become invalid or void, or if it contains a gap, the validity of this Agreement shall not thereby be affected.

17. In this Agreement, unless a contrary intention clearly appears from the text, words importing the singular include the plural and vice versa and shall refer to the Parties and their members.

1. THIS AGREEMENT WAS SIGNED AT _____ ON THIS THE _____ DAY OF NOVEMBER 2018 FOR AN ON BEHALF OF:

METAL AND ELECTRICAL WORKERS UNION OF SOUTH AFRICA

BY _____ WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE TRADE UNION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

POSITION

2. THIS AGREEMENT WAS SIGNED AT _____ ON THIS THE _____ DAY OF NOVEMBER 2018 FOR AN ON BEHALF OF:

NATIONAL UNION OF METALWORKERS OF SOUTH AFRICA

BY _____ WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE TRADE UNION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

POSITION

3. THIS AGREEMENT WAS SIGNED AT _____ ON THIS THE _____ DAY OF NOVEMBER 2018 FOR AN ON BEHALF OF:

SOUTH AFRICAN EQUITY WORKERS ASSOCIATION

BY _____ WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE TRADE UNION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

POSITION

4. THIS AGREEMENT WAS SIGNED AT _____ ON THIS THE _____ DAY OF NOVEMBER 2018 FOR AN ON BEHALF OF:

SOLIDARITY/SOLIDARITEIT

BY _____ WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE TRADE UNION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

POSITION

5. THIS AGREEMENT WAS SIGNED AT _____ ON THIS THE _____ DAY OF NOVEMBER 2018 FOR AN ON BEHALF OF:

UASA THE UNION

BY _____ WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE TRADE UNION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

POSITION

6. THIS AGREEMENT WAS SIGNED AT _____ ON THIS THE _____ DAY OF NOVEMBER 2018 FOR AN ON BEHALF OF:

CAPE ENGINEERS' AND FOUNDERS ASSOCIATION

BY _____ WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE EMPLOYERS' ORGANISATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

POSITION

7. THIS AGREEMENT WAS SIGNED AT _____ ON THIS THE _____ DAY OF NOVEMBER 2018 FOR AN ON BEHALF OF:

CONSOLIDATED EMPLOYERS' ORGANISATION

BY _____ WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE EMPLOYERS' ORGANISATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

POSITION

8. THIS AGREEMENT WAS SIGNED AT _____ ON THIS THE _____ DAY OF NOVEMBER 2018 FOR AN ON BEHALF OF:

KWAZULA NATAL ENGINEERING INDUSTRIES ASSOCIATION

BY _____ WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE EMPLOYERS' ORGANISATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

POSITION

9. THIS AGREEMENT WAS SIGNED AT _____ ON THIS THE _____ DAY OF NOVEMBER 2018 FOR AN ON BEHALF OF:

NATIONAL EMPLOYERS' ASSOCIATION OF SOUTH AFRICA

BY _____ WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE EMPLOYERS' ORGANISATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

POSITION

10. THIS AGREEMENT WAS SIGNED AT _____ ON THIS THE _____ DAY OF NOVEMBER 2018 FOR AN ON BEHALF OF:

PLASTICS CONVERTORS ASSOCIATION OF SOUTH AFRICA

BY _____ WHO WARRANTS HIS/HER AUTHORITY TO SIGN ON BEHALF OF THE EMPLOYERS' ORGANISATION AND WHO HAS READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT.

SIGNATURE

POSITION

**11. THIS AGREEMENT WAS SIGNED AT _____ ON THIS THE
____ DAY OF NOVEMBER 2018 FOR AN ON BEHALF OF:**

SOUTH AFRICAN ENGINEERS' AND FOUNDERS ASSOCIATION

**BY _____ WHO WARRANTS HIS/HER
AUTHORITY TO SIGN ON BEHALF OF THE EMPLOYERS'
ORGANISATION AND WHO HAS READ AND UNDERSTOOD THE
CONTENTS OF THIS AGREEMENT.**

SIGNATURE

POSITION