

STATUTORY COUNCIL FOR THE PRINTING,
NEWSPAPER AND PACKAGING INDUSTRY

ADMINISTRATION LEVY COLLECTIVE AGREEMENT

In accordance with the provision of Labour Relations Act, Act 66 of 1995 as amended ("the Act") made under and entered into by and between the

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Printing Employers Association

Print Media SA

Independent Packaging Association

Paper Packaging Association

(hereinafter referred to as "the Employers' or the Employers Organisation"), of the one part, and the -

Chemical Energy Paper Printing, Wood and Allied Worker Union
("CEPPWAWU")

and

South African Typographical Union ("SATU")

(hereinafter referred to as "the Employees" or "the Trade Unions") of the other part, being the parties to the Statutory Council of the Printing, Newspaper and Packaging Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

1) The terms of this Agreement shall be observed -

a) throughout the Republic of South Africa; and

b) by all the Employers and Employees in the Statutory Council for the Printing, Newspaper and Packaging Industry who are members of the Employers' Organisation and the Trade Unions, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

The Agreement shall come into operation with effect from 1 July 2003, Notwithstanding the date of signature hereof, and shall remain in force until 31 December 2007.

3. DEFINITIONS

3.1 Any expression used in this Agreement which is defined in the Labour Relations Act, No 66 of 1995 as amended, shall have the same meaning as in that Act, and any reference to an Act shall include any amendment to such Act, and unless the contrary intention appears, words importing the masculine gender shall include the female;

3.2 Further, unless inconstant with the context -

“Act” - means the Labour Relations Act, No 66 of 1995 as amended;

“Administration Levy” - means the Levy as set out in Clause 4 of this Agreement,

“Council” - means the Statutory Council for the Printing, Newspaper and Packaging Industry registered in terms of Section 40 of the Act;

“Industry” - means the Printing, Newspaper and Packaging Sector as demarcated by the Minister of Labour in the Council’s Certificate of Registration attached hereto.

“Employee” - means subject to any definition of “Employee” contained in any agreement administered by the Council in terms of Sections 31 and 32 of the Act, any person who is employed by or who works for any Employer and who receives or entitled to receive any remuneration;

“Employer” - means subject to any definition of “Employer” contained in any agreement administered by the Council in terms of Section 31 and 32 of the Act, any person who employs and Employee or for whom work is performed by any Employee, and who is obliged to pay remuneration in respect thereof.

4. ADMINISTRATION LEVY

a) EMPLOYEES

(1) Subject to the provisions of this clause a levy, to be known as an administration levy, shall be deducted by Employers from the wages of all Employees who are employed in the industry covered by the Council's constitution;

(2) The administration levy shall be calculated at the rate of R0.50 per week for each Employee which deduction shall be effected weekly from the remuneration of each Employee for a period of 52 weeks per annum for the extent and duration of this Agreement;

(3) Every Employer shall complete the administration levy return form and return it together with the amount payable each week to reach the Council at the address of 1050 Printech Avenue, Laser Park, Honeydew, 2040 or such other address as the Council may, from time to time, stipulate in writing, by no later than close of business on the third working day following the week in which the Employee's remuneration had accrued to and been received by the Employee under consideration;

(4) Any Employer utilising the postal services, courier services or any other means of delivery or transport does so at its own risk. The Relevant postal address is PO Box 1084 Honeydew, 2040. The Facility for direct bank to bank transfer of funds is also available and enquires in this regard may be directed to the

Secretary of the Council at the above address or telephonically at (011) 699 3068;

(5) The Secretary of the Council shall deposit all monies received in terms of this clause into a bank account administered by the Council;

b) **EMPLOYERS**

(1) Every Employer who is engaged in the Industry as defined shall pay a weekly administration levy to the Council. The amount of the weekly administration levy is R0.50 per week for each Employee in respect of whom a deduction is made in terms of clause 4 (a) (i) above;

(2) Every Employer shall complete the administration levy return form and return it together with the amount payable each week in terms of Clause 4 (b) (i) hereof together with a statement in such form and may be specified from time to time, to reach the Council at the address stipulated in clause 4 (a) (3), by no later than close of business, on the third working day following the week in which the Employee's

remuneration had accrued to and been received by the Employee;

(3) Payment in terms of this clause shall be effected weekly for a period of 52 weeks per annum for extent and duration of this Agreement.

5. PURPOSE OF ADMINISTRATION LEVY

5.1 The purposes of the levy to be paid by Employers and Employees as recorded in paragraph 4 above is to ensure efficient, proper and adequate administration of the affairs and business of the Council with regard to it;

(1) performing the dispute resolution functions referred to in Section 51 of the Act;

(2) promoting and establishing training and education schemes; and

(3) establishing and administering pension, provident, medical aid sick pay, holiday, unemployment schemes or funds or any similar schemes or funds for the

benefit of one or more of the parties to the Council or their⁸
members;

5.2 Accordingly, this Collective Agreement is concluded in order to give effect to the matters mentioned in clause 5.1 immediately hereinbefore.

6. EXEMPTIONS

(1) Any Employer, Employers Organisation or Employee may apply in writing to the Council for an exemption from the provision of this Agreement;

(2) Fundamental principles for consideration:

(a) all applications must be in writing and fully motivated and sent to the registered office of the Council;

(b) in determining an application for exemption, the Council will consider the views expressed, together with any other representations received in relation to such application.

(3) Process:

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

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

(ii) the provisions of the 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:

(1) all exemption licences issued are numbered consecutively;

(2) an original copy of each licence is retained by the Council; and

(3) a copy of the exemption licence is sent to the Applicant.

(c) The Council may withdraw the exemption at its discretion.

(4) Appeals:

(a) The Secretary will, on receipt of an appeal against the decision of the Council, submit it to an independent exemptions appeal board consisting of one practising attorney representing Employers, one practising attorney represent Employees and an independent expert in the Industry for consideration and finalisation;

(b) An independent body; referred to as the Independent Exemptions Appeal Board ("the Board") is hereby appointed and shall consider any appeal against the

exemption granted or refused by the Council, or a withdrawal of an exemption;

(c) In considering an appeal, the board shall consider that recommendations of the Council, any further submissions by the Employer and the workforce or their respective Employers Organisations or Trade Unions; and 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 granted, a certificate of exemption shall then be issued in terms of clause 6 (3)

7. RESOLUTION OF DISPUTES

Any dispute the interpretation, application or enforcement of this Agreement shall be referred to the Council and shall be dealt with in accordance with the Council's constitution.

SIGNED at **JOHANNESBURG** for and on behalf of the parties, this day of ¹²
2003