SEIFSA
Steel and Engineering Industries Federation of Southern Africa

LABOUR COURT DISMISSES NEASA AND SAEFA CHALLENGE AGAINST EXTENSION OF THE MAIN AGREEMENT WITH COSTS

Let's be clear. Our constitution guarantees NEASA, and for that matter SAEFA, the freedom to challenge collective bargaining any way they see fit. The constitution guarantees NEASA and SAEFA the right to pick and choose and interpret as they wish. What is deeply disappointing, however, is that NEASA and SAEFA are hell-bent on favouring their narrow agendas above the big-picture consequences of their actions.

Thanks principally to the efforts of NEASA (and SAEFA lately), all efforts since about 2011 to extend the main agreement of the MEIBC to non-parties has been scuppered. This has left the untenable situation that non-parties to the metal and engineering industry, being the industry over which the MEIBC presides, are not bound by what had been negotiated and agreed to at industry level for the whole industry.

This not only makes proper enforcement of minimum conditions of employment for the industry virtually impossible, but leads to a disparity of conditions of employment in the industry. It makes it possible for individual employers to gain a competitive advantage over others in the same industry off the back of the remuneration and conditions of employment of employees, which is not acceptable. This in part explains the extensive efforts since 2011 to finally get a binding main agreement in place for the whole industry.

It is simply irrefutable that employee parties to the MEIBC stand to suffer a whole lot more than any prejudice NEASA and SAEFA members stand to suffer. As NEASA and

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SAEFA are the only parties out of 19 parties to the Main Agreement, it is only their members that would benefit. This is unduly prejudicial and unfair to the industry as a whole and in particular the objectives all bargaining councils are designed to achieve.

The Court unequivocally concluded that NEASA and the SAEFA simply failed to make out a proper case and accordingly Judge Snyman had no hesitation but to find the awarding of cost against NEASA and SAEFA wholly appropriate and justified.

In the eyes of the Court, this application should never have been brought in the first place. This matter, the Court concluded, was nothing more than an ill-fated attempt at an artificial construct to get out of the Main Agreement.

The most stinging remarks appear in the closing paragraphs of the Judgment where Judge Snyman concludes that "*this kind of conduct is not in the interest of an orderly and effective bargaining council whose very purpose it is to take care of an industry. It is tantamount to eroding the MEIBC from within*."

The matter was dismissed in its entirety, and NEASA and SAEFA are ordered to pay the costs of the respondents.

To read the full judgment click here

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