

No. R. 1041

3 October 2008

LABOUR RELATIONS ACT, 1995**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL:
EXTENSION TO NON-PARTIES OF MAIN COLLECTIVE RE-ENACTING
AND AMENDING AGREEMENT**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby in terms of section 32(2) 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 13 October 2008 and for the period ending 30 June 2011.

M M S MDLADLANA
MINISTER OF LABOUR

SCHEDULE**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL
RE-ENACTING AND AMENDING MAIN COLLECTIVE AGREEMENT**

In accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the –

EMPLOYER ASSOCIATIONS WHICH ARE MEMBERS OF THE EMPLOYER FEDERATION:

Association of Electrical Cable Manufacturers of South Africa

Association of Metal Service Centres of South Africa

Border Industrial Employers' Association

Bright Bar Association

Cape Engineers' and Founders' Association

Constructional Engineering Association (South Africa)

Covered Conductor Manufacturers' Association

Electrical Engineering and Allied Industries' Association

Electrical Manufacturers' Association of South Africa (EMASA)

Electronics and Telecommunications Industries' Association

Gate and Fence Association

Hand Tool Manufacturers' Association (HATMA)

KwaZulu-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

Plastics Convertors' Association of South Africa

Port Elizabeth Engineers' Association

Pressure Vessel Manufacturers' Association of South Africa

Radio, Appliance and Television Association of South Africa (RATA)

Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association

Sheetmetal Industries' Association of South Africa

S.A. Electro-Plating Industries' Association

S.A. Engineers' and Founders' Association

S.A. Fastener Manufacturers' Association (SAFMA)

S.A. Refrigeration and Air Conditioning Contractors' Association (SARACCA)

S.A. Post Tensioning Association (SAPTA)

S.A. Pump Manufacturers' Association

S.A. Reinforced Concrete Engineers' Association (SARCEA)

S.A. Valve and Actuator Manufacturers' Association (SAVAMA)

S.A. Wire and Wire Rope Manufacturers' Association

EMPLOYER ORGANISATIONS WHICH ARE NOT MEMBERS OF THE EMPLOYER FEDERATION:

Consolidated Association of employers of S.A. (CAESAR)

Federated Employers organisation of S.A. (FEOSA)

National Employers Association of S.A. (NEASA)

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the –

Chemical, Energy, Paper, Printing, Wood and Allied Workers' Union (CEPPWAWU)

Metal and Electrical Workers' Union of South Africa (MEWUSA)

Solidarity MWU / Solidariteit / MWU

United Association of S.A. (UASA)

National Union of Metalworkers' of South Africa (NUMSA)

S.A. Equity Workers' Association (SAEWA)

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the **Metal and Engineering Industries Bargaining Council to amend the Collective Agreement published under Government Notice R.404 of 31 March 1998, as re-enacted and amended under Government notices Nos. R.1491 of 27 November 1998, R.941 of 6 August 1999, R.1128 of 17 November 2000, R.1051 of 26 October 2001, R.138 of 8 February 2002, R.1082 of 16 August 2002, R.570 of 2 May 2003, R.1374 of 3 October 2003, R.542 of 30 April 2004, R.1165 of 8 October 2004, R.59 of 28 January 2005, R.868 of 9 September 2005, R.819 of 11 August 2006, R.77 of 2 February 2007, and R.839 of 14 September 2007 (hereinafter referred to as the "Former Agreement").**

PART I**CONDITIONS OF EMPLOYMENT****1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed—
- (a) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa;
 - (b) in the Provinces of the Transvaal and Natal by the section of the Industry concerned with the installation, repair and servicing of radios, refrigerators and domestic electrical appliances;
 - (c) in the Magisterial Districts of Durban, East London, Johannesburg, Pietersburg, Pinetown and The Cape by the section of the industry concerned with radio manufacture;
 - (d) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions.
- (2) Notwithstanding the provisions of clauses 1(1)(d), 2 and the special provisions, the terms of this Agreement shall not apply to employers and employees who are not members of the employers organizations and trade unions, respectively.
- (3) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to the following:
- (a) the installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State.
 - (b) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Boksburg, Johannesburg, Pietermaritzburg and Vereeniging.
 - (c) the manufacture of aluminium sheet and/or foil, and interrelated operations.
 - (d) the installation and/or repair and/or maintenance of electrical lifts and escalators.
 - (e) the production of iron and/or steel and/or ferro-alloys.
 - (f) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition 'Electrical Engineering Industry' in clause 3 of Part I of the Agreement published under Government notice No. R.404 of 31 March 1998 in the Provinces of the Good Hope and the Orange Free State.

- (g) the manufacture of tungsten carbide (hard metal).
- (h) the assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculation and/or office and/or educational procedures.
- (i) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal.
- (j) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State.
- (k) the manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining.
- (l) the undertaking of Union Steel Corporation of South Africa (Pty) Limited, in the Magisterial District of Vereeniging, Transvaal.
- (m) the Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape.
- (n) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria.
- (o) the undertaking of Billiton Aluminium S.A. (Pty) Ltd in the Magisterial District of Lower Umfolozi.
- (p) the manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinplate.
- (q) the erecting, on site, of products referred to in the preamble to Division D/7 of Part II of the Agreement published under Government Notice R.404 of 31 March 1998 (but shall exclude the manufacture on site of palisade fencing).

- (r) the servicing and/or maintenance and/or repairing of lawn-mowing machines, cultivators, sickle-cutters, grass-cutters, edge-trimmers, chainsaws and/or parts and/or components thereof.
- (4) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
 - (a) apprentices only to the extent to which they are not inconsistent with the provisions of the Manpower Training Act, 1981, and learners in terms of chapter iv of the Skills Development Act 97/1998, or any contract entered into or any conditions fixed thereunder; and
 - (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.
- (5) Notwithstanding the limitation of the Agreement to the operations therein scheduled—
 - (a) the provisions of the clauses relating to Leave Pay, Additional Leave Pay and Leave Enhancement Pay of Part I of the Agreement published under Government Notice No. R.404 of 31 March 1998 shall apply to all employees employed in operative processes receiving a rate of pay equivalent to or more than that prescribed from time to time in the Agreement for Rate D employees, whether paid weekly or monthly, but excluding payment for overtime;
 - (b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate H as prescribed from time to time in Part II of this Agreement and for the purposes of this subclause, 'employed in a manufacturing or production process' shall apply to those employees whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement. This provision shall not apply to the work carried out by administrative staff and/or those employees employed in non-production operations.
- (6) The conditions of employment of watchmen shall be regulated by the provisions of this Agreement, except in respect of ordinary working hours, which shall be a maximum of 44 hours per week.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of clause 32 of the Labour Relations Act, 1995, and shall remain in force until 30 June 2011.

3. SPECIAL PROVISIONS

The provisions contained in clauses 28 of the Agreement published under Government Notice No. R.404 of 31 March 1998 as re-enacted and amended under Government Notices Nos. R.1491 of 27 November 1998, R.941 of 6 august 1999, R.1128 of 17 November 2000, R.1051 of 26 October 2001, R.138 of 8 February 2002, R.1082 of 16 august 2002, R.570 of 2 May 2003, R.1374 of 3 October 2003, R.542 of 30 April 2004, R.1165 of 8 October 2004, R.59 of 28 January 2005, R.868 of 9 September 2005, R.819 of 11 August 2006, R.77 of 2 February 2007 and R.839 of 14 September 2007 (hereinafter referred to as the "former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 27, and 29 to 47 of Part I and Part II of the Former Agreement shall apply to employers and employees.

5. CLAUSE 8: PAYMENT OF EARNINGS

Substitute the following for subclause 2(c)(i):

"2(c)(i) All payments due to the employee(s) in terms of this Agreement shall be payable to the employee(s) by not later than two days before the last working day of each calendar month".

6. CLAUSE 9: MATERNITY LEAVE

Substitute the following for the existing clause:

"9. MATERNITY LEAVE OR LEAVE IN RESPECT OF THE ADOPTION OF A CHILD UNDER TWO YEARS OF AGE.

Notwithstanding anything to the contrary contained in this Agreement, the following special provisions shall apply to an employee who is unable to continue working due to pregnancy and adoption of a child under two years of age:

(1) For the purposes of this clause:

(a) 'employee' means an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age and includes employees employed in a manufacturing or production process whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement, but does not apply to the work carried out by administrative staff and/or those employees employed on non-production operations;

(b) 'permanent employee' means any employee other than an employee who is specifically employed on a short-term contract, as provided for in terms of this clause,

to substitute for an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age.

(c) 'substitute employee' means any employee other than an employee who is specifically employed on short term contract, as provided for in terms of this clause, to substitute for an employee who is unable to continue working owing to pregnancy or the adoption of a child under two years of age.

(2) A permanent employee shall be entitled to the following benefits when such employee is unable to continue employment owing to pregnancy or the adoption of a child under two years of age:

	Period of unpaid Leave		
	Pregnancy	Stillborn confinement	Adoption of children under two years of age
Employees with one year or more continuous service with the same employer.	26 weeks	12 weeks	26 weeks
Employees with less than one year's continuous service with the same employer	18 weeks	8 weeks	18 weeks

Note:

A qualifying permanent employee, falling under the scope of the Metal and Engineering Industries Sick Pay Fund Agreement, shall receive a benefit from the Sick Pay Fund equating to 100% of her wages.

(3)(a) The employer and employee shall enter into a written agreement specifying –

- (i) the date of return to work mutually agreed upon between the employer and employee;
- (ii) that should the employee wish to return to work earlier than the date referred to in (i), the employee shall give the employer not less than four weeks' prior notice of such intention;
- (iii) provided the employee is so entitled, the benefits the employee is eligible for, from the Metal and Engineering Industries Sick Pay Fund or in respect of the employee's participation in any other fund, organization or scheme providing benefits in respect of pregnancy or adoption of a child under two years of age and in respect of which exemption has been granted or is granted, from the provisions of the Metal and Engineering Industries Sick Pay Fund Agreement; and the employer shall provide the employee with such claim forms as may be necessary in respect of the benefits due to the employee and should assist the employee to complete the claim(s) prior to the date of proceeding on maternity leave or leave in respect of the adoption of a child under two years of age in order that such claims may be submitted on proceeding on maternity leave;

- (iv) the details of the employee's occupation and rate of pay at the time of proceeding on maternity leave.

A female employee seeking to utilize the adoptive leave provisions shall notify the employer of the institution of the adoption proceedings and shall keep the employer informed of progress in the adoption process, including the anticipated date that the adoption will take effect.

- (4) Provided the employee returns to work on the date referred to in paragraph (3)(i) or (3)(ii) of this clause, the employer shall place the employee -

- (i) in the same or in a similar position to the position held prior to her proceeding on maternity or adoption leave;
- (ii) on a rate of wages and conditions of employment not less favourable than the rate of wages and conditions of employment that applied prior to the maternity or adoption leave.

- (5) On returning to work the employee shall—

- (i) be treated as having unbroken service, except that the period of absence shall not be counted as service for the purpose of leave pay and leave enhancement pay calculation in that leave cycle;
- (ii) not suffer any prejudice for the purpose of promotion and/or merit increases as a result of the absence;
- (iii) be entitled to any increase prescribed for the job grade in any collective agreement which comes into operation during the period of absence;
- (iv) not suffer any decrease in status relative to other employees as a result of the period of absence.

- (6) During the period of maternity or adoption leave provided for in this clause, the employer shall be entitled to employ a substitute temporary employees on a short-term contract of employment as provided for in the Annexure to this clause at rates of pay not less than the rate of pay prescribed in this Agreement for the work undertaken by the substitute temporary employee, or where there is no rate prescribed in this Agreement, at the rate normally paid to an employee employed for work in operative or manufacturing processes. Short-term contracts for substitute temporary employees shall inform the employee at the time of engagement that the contract shall terminate—

- (i) on the return to work of the employee who is absent;
- (ii) on being given not less than three weeks' written notice that the employee who is absent has given the employer notice of an earlier return to work, as provided for in sub clause (3)(a)(ii) above.

The substitute temporary employee shall signify acceptance of these conditions in writing. If, at the end of the short-term contract, the substitute temporary employee continues in the employment of the employer, the provisions of this Agreement shall replace the conditions of the short-term contract where applicable.

- (7) During an employee's pregnancy an employer must offer her suitable, alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if the employee is required to perform night work (between the hours of 18h00 and 06h00) and it is practical for the employer to do so.
- (8) For the purposes of any retrenchment or reduction in the workforce that may arise during the absence of any employee, the employee shall be classified and dealt with as an employee in employment. Should such circumstances arise, all substitute temporary employees shall be retrenched before permanent employees.
- (9) The provisions of clause 12(5) of this Agreement in respect of leave pay and clause 14(3) in respect of leave enhancement pay shall be applied on proceeding on maternity leave.
- (10) The provisions of section 25, "Maternity Leave" of the Basic Conditions of Employment Act shall apply, as changed by the context of this clause.

ANNEXURE**SHORT-TERM CONTRACT OF EMPLOYMENT FOR
SUBSTITUTE TEMPORARY EMPLOYEES****In terms of clause 9 of the Main Agreement****CONTRACT OF EMPLOYMENT**

The employer hereby agrees to engage the services of

.....
(the substitute temporary employee) and the substitute temporary employee hereby agrees to accept service with the employer on the following terms and conditions:

- (i) The duration of this Contract of Employment shall be for a maximum period of six months from to or shall terminate upon re-employment of (the permanent employee) in terms of clause (ii) below.
- (ii) The Contract of Employment shall terminate on the agreed date of return of(the permanent employee) or three weeks after the substitute temporary employee has been given written notice that the permanent employee has given the employer notice of an earlier return to work, as the case may be, as provided for in clause 3(a)(ii) of the Main Agreement.
- (iii) For the purpose of any retrenchment or reduction in the workforce that may arise during the absence of the permanent employee, all substitute temporary employees shall be retrenched before permanent employees.
- (vi) On completion of the contract period as detailed in (i) or (ii) above, this contract shall automatically terminate. Such termination shall not be construed as being retrenchment but shall be completion of contract.
- (v) The remaining conditions of employment, not expressly detailed above, shall be the existing employer policy, rules and regulations and the general conditions of employment as contained in the Main Agreement for the Iron, Steel, Engineering and Metallurgical Industry.
- (vi) Where employment continues after the return of the permanent employee (.....), this contract shall automatically terminate and the provisions of the Main Agreement shall apply.

The substitute temporary employee hereby acknowledges that he understands and accepts the contents of this contract.

Signed at.....on.....19

Employer.....

Employee.....

Witness

7. PART II

Substitute the following for the existing clauses 1,2 and 3

"1. WAGES AND/OR EARNINGS

A new five-grade job and wage structure has been determined for use in the Industry. Individual employers together with employees, their representatives and/or registered trade unions at establishment level will accordingly mutually agree on whether or not to implement the new five-grade job and wage structure on a voluntary basis or continue to observe the existing 13 grades (Rates A to H) and related arrangements.

Details of the five-grade job and wage structure are set out in Annexure B. Details of definitions of the grades are set out in Annexure C. Details of the current 13 grade structures are set out in Part II of this Agreement.

The Tables of Wage Rates as set out in (a) to (f) hereunder have general and/or specific application to operations listed in this Agreement. For ease of reference the wage rate categories are as follows:

- (a) Except as provided for in Wage Tables (b) to (f) hereunder, the wage rates prescribed in Wage Table (a) are applicable to all operations listed as Rates A, A1, AA, AB, B, C, D, DD, DDD, E, F, G and H, including watchman's work in—
 - Schedule G
 - Schedule M
 - Division D/O to D/32
 - Schedule E/1 and E/3
 - Division E/2.
- (b) Wage rates prescribed in Wage Table (b) are applicable to employees employed as vehicle drivers and have general application throughout the Technical Schedules in this Agreement.
- (c) Wage rates prescribed in Wage Table (c) have specific application to the operations listed therein.
- (d) Wage rates prescribed in Wage Table (d) apply only to the operations listed in Schedule F.
- (e) Wage rates prescribed in Wage Table (e) apply to apprentices only.
- (f) Wage Rates prescribed in wage table (f) apply only to the operations listed in Division D/7.
- (1) (a) Any employee who at the date of coming into operation of this Agreement was in receipt of a higher rate than that prescribed in the Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed.
- (b) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in the Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus, as a guaranteed personal increase, an additional amount for his class of work, as set out in the Wage Tables hereunder: Provided that—
 - (i) the additional amount payable in terms of this subclause to an employee for his class of work may be reduced by the amount of any increase or increases granted to such employee on or subsequent to 1 July 2008: Provided that any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 2008 shall be remunerated by the payment of an amount within 16 weeks after the date of the coming into operation of this Agreement on the basis stated below:

amount per hour for the
the employee's class of work Less (if any)employee on or after 1 July 2008
prescribed above

multiplied by the number of hours which the employee concerned was entitled to payment of his wage for the period from the start of his first shift on or after 1 July 2008 to the first shift for which the amount per hour for the employee's class of work as prescribed above is paid or the date of coming into operation of this Agreement, whichever is the later: Provided further that if the number of said hours includes hours other than ordinary hours worked then the above calculation must be performed separately in respect of the ordinary hours worked and each category of overtime hours in order to include the prescribed overtime premium provided for in this Agreement in each case;

- (ii) any employee who was engaged after 1 July 2008 at a rate of pay not less than the rate of pay prescribed for his class of work as at the date of coming into operation of this Agreement shall not be entitled to be paid the additional amount specified in this subclause for his class of work;
 - (iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subclause for his class of work has been awarded on or subsequent to 1 July 2008, and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;
 - (iv) for the purposes of this Agreement the rate applicable in terms of this subclause shall *mutatis mutandis* apply to employees employed in incentive bonus work in terms of clause 10 of Part I of the Agreement;
 - (v) an employer who intends to grant general increases to all employees, or all employees in a particular category of employees, in excess of the guaranteed personal minimum increases provided for in this Agreement, shall consult the employees concerned: Provided that, in respect of employees who are members of a union, if the employer is a member of any of the employers' organisations which are parties to the Agreement, the employer shall consult the trade unions concerned;
 - (vi) where an employer, following such consultation, grants such increases over and above that provided for in this Agreement, the Bargaining Council shall be notified of the increases granted.
- (2) No employee shall be required as part of his contract of service to accept board or lodging or both from his employer, nor to purchase any goods or hire any property from his employer. Where an employee agrees to accept board or lodging or both from his employer the employer may deduct from such employee's wages or earnings such amount as agreed upon for the payment of board or lodging or both: Provided that the Council is notified in writing prior to the said deductions being made and the amounts thereof.
- (3) No employee shall be employed on more than one occupation scheduled in this Agreement at different rates of pay in any one week, including any overtime worked at a higher-paid occupation, unless payment is made as if such employee had been employed for the whole of that week on the highest-paid occupation: Provided that where a lower-paid employee is temporarily substituted for a higher-paid employee who is absent from his work and not employed elsewhere in the establishment, such substituted employee shall be paid at the higher rate only for the period he actually worked at the higher-paid occupation. Any period of substitution of less than one-half shift in the aggregate in any one week shall not count for payment at the higher rate.
- (4) Subject to the provisions of subclauses (1) to (3), inclusive, no employer shall pay to the employees engaged on any of the classes of work hereinafter specified in the following Wage Schedules wages and/or earnings lower than those stated against such classes and no employee shall accept wages and/or earnings lower than those stated against such classes.

2. ALLOWANCES

Allowances payable subject to the provisions of Part I, Clause 17 of this Agreement:

(1) Subsistence allowance under Groups A and B

Grade and Category	Subsistence Allowance per day
Rates A to H and Categories 5 to 1(a).of	R65,00
Section G(d) "Structural Engineering"	

- (2) **Abnormally dirty work allowance** (employees other than employees expressly engaged as cleaners):
The allowance payable is 60 cents per shift or part thereof plus a further 60 cents where working overtime on abnormally dirty work for four hours or more.
- (3) **Height allowance:** Eight per cent of the employee's normal hourly rate when working aloft on ships and/or floating vessels.

3. WAGE TABLES

A. For the period to 30 June 2009:

(a) WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED AT RATES A TO H, INCLUDING WATCHMAN'S WORK, THROUGHOUT THIS AGREEMENT

Class of work	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2008	Amount per hour	Minimum hourly wage rates
Class of work	%	CPH	R
Rate A & A1	10,4	3,67	38,92
Rate AA	10,4	3,47	36,83
Rate AA(start)	10,4	3,29	34,90
Rate AB	10,4	3,11	33,03
Rate B	10,4	2,95	31,30
Rate C	10,4	2,81	29,86
Rate D	10,4	2,73	28,99
Rate DD	10,4	2,51	26,64
Rae DDD	10,4	2,38	25,24
Rae E	10,4	2,25	23,89
Rate F	10,4	2,14	22,67
Rate G	10,4	2,02	21,42
Rate H	10,4	1,91	20,28

- 'Rate AA – start' is the rate applicable to employees in the category AA who are in their first six months of continuous employment with the same employer, unless otherwise specified elsewhere in the Agreement.

(b) WAGE RATES APPLICABLE TO VEHICLE DRIVING – EXTERNAL TRANSPORT INCLUDING FORKLIFT DRIVING

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2008	Amount per hour	Minimum hourly wage rates
Class of Work	%	CPH	R
(Schedule G(a)(iv))			
(1) Forklift driving of power-operated forklift controlled from on board by the operator (job grade F)	10,4	214	22,67
(2) Driving of a load-carrying or hauling vehicle which requires a code 08 light motor vehicle licence to be held by the driver (job grade E)	10,4	225	23,89
(3) Driving of load-carrying or hauling vehicle which requires a code 10 heavy motor vehicle licence or a code 11 extra heavy motor vehicle licence to be held by the driver (job grade DD).	10,4	251	26,64
(4) Driving of a load-carrying or hauling vehicle which requires a code 13 or 14 heavy articulated motor vehicle licence to be held by the driver (job grade C)	10,4	281	29,86

(C) WAGE RATES WITH SPECIFIC APPLICATION TO THE OPERATIONS LISTED HEREIN

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2008	Amount per hour	Minimum hourly wage rates
Class of Work	%	CPH	R
Schedule G			
(1) Learners			
Rate D Operation 1			
First three months of experience (Rate D, less 10%)	10,4	246	26,09
Second three months of experience (Rate D, less 5%)	10,4	309	27,54
Thereafter Rate D	10,4	273	28,99
Provided that –			
(i) No employee may be engaged upon incentive bonus work during the learnership period;			
(ii) An employer who wished to train an employee for any of the classes of work for which no learnership or probationary period is provided may do so only with the prior approval of the Council, which shall prescribe the conditions under which permission for such employment is granted.			
Vitreous Enamelling			
Operation 1(a)			
First duster (Rate B)	10,4	295	31,30
Operation 1(b)			
Second duster (Rate D)	10,4	273	28,99
Section (d)			
Structural Engineering Wage Categories			
Category 5	10,4	367	38,92
Category 4	10,4	332	35,23
Category 3	10,4	283	30,06
Category 2	10,4	231	24,48
Category 1	10,4	191	20,28
Category 1(a)	10,4	158	16,73
Note:			
Special Provisions Limited to Construction Sites covered by Project Labour Agreements.			
The special provisions and wage rates as set out in Annexure H shall apply.			

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2008	Amount per hour	Minimum hourly wage rates
Class of Work	%	CPH	R
(2) DIVISION D/4			
<i>Rate B Operation I</i>			
First six months of experience (Rate F)	10,4	214	22,67
Second six months of experience (Rate DDD)	10,4	238	25,24
Third six months of experience (Rate D)	10,4	273	28,99
Fourth six months of experience (Rate C)	10,4	281	29,86
Thereafter Rate B	10,4	295	31,30
(3) DIVISION D/12			
Learnership periods and rates of pay therefor:			
<i>Rate B – Newcomers</i>			
First two months of experience (Rate DD)	10,4	251	26,64
Second two months of experience (Rate D)	10,4	273	28,99
Third two months of experience (Rate C)	10,4	281	29,86
Thereafter Rate B	10,4	295	31,30
<i>Rate C – Newcomers</i>			
First two months of experience (Rate DD)	10,4	251	26,64
Second two months of experience (Rate D)	10,4	273	28,99
Thereafter Rate C	10,4	281	29,86
<i>Rate D – Newcomers</i>			
First two months of experience (Rate DD)	10,4	251	26,64
Thereafter Rate D	10,4	273	28,99
(4) DIVISION D/19			
<i>Section (f)</i>			
<i>Rate A Operation No.1</i>			
First year of experience (Rate AA – start)	10,4	329	34,90
Second year of experience (Rate AA)	10,4	347	36,83
Thereafter Rate A1	10,4	367	38,92

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2008	Amount per hour	Minimum hourly wage rates
Class of Work	%	CPH	R
(5) DIVISION D/22			
<i>Section B</i>			
Operation No.1 (Rate D)	10,4	273	28,99
<i>Section (c)</i>			
Operations No.1 to No.5 (Rate D)	10,4	273	28,99
Operations No.6 to No.8 (Rate DDD)	10,4	238	25,24
Operations No.9 to No.21 (Rate G)	10,4	202	21,42
Operations No.22 to No.33 (Rate H)	10,4	191	20,28
(6) DIVISION D/23			
Training periods:			
Newcomers to Rate DDD			
First four months of experience (Rate F)	10,4	214	22,67
Thereafter Rate DDD	10,4	238	25,24
Newcomers to Rate E:			
First four months of experience (Rate H)	10,4	191	20,28
Thereafter Rate E	10,4	225	23,89
(7) DIVISION D/24			
<i>Rate Operation No.1</i>			
First three months of experience (Rate D, less 5%)	10,4	309	27,54
Thereafter Rate D	10,4	273	28,99
(8) DIVISION E/2			
<i>Section (b)</i>			
First twelve months of experience			
Rate AA – start	10,4	329	34,90
Second twelve months of experience (Rate AA)	10,4	347	36,83
Thereafter Rate A!	10,4	367	38,92

(d) WAGE RATES APPLICABLE TO OPERATIONS IN SCHEDULE F ONLY

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2008	Amount per hour	Minimum weekly wage rates
Class of Work	%	CPH	R
Group Z	10,4	367	38,92
Group Y	10,4	286	30,40
Group IX	10,4	270	28,65
Group VIII	10,4	261	27,71
Group VII	10,4	251	26,66
Group VI	10,4	242	25,69
Group V	10,4	233	24,70
Group IV	10,4	223	23,72
Group III	10,4	217	23,06
Group II	10,4	209	22,21
Group I	10,4	203	21,51

(e) WAGE RATES APPLICABLE TO APPRENTICES ONLY

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage Increase on actual weekly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2008	Amount per week	Minimum weekly wage rates
Class of Work	%	R	R
First Year	10,4	72,00	769,00
Second Year	10,4	80,00	848,00
Third Year	10,4	95,00	1011,00
Fourth Year The hourly rate of all apprentices for the purposes of calculating overtime shall be the weekly wage paid, divided by 40.	10,4	141,00	1497,00

(f) WAGE RATES APPLICABLE TO OPERATIONS IN DIVISION D/7 ONLY

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2008	Amount per hour	Minimum hourly wage rates
Class of Work	%	CPH	R
B	10,4	192	20,34
C	10,4	184	19,56
D	10,4	180	19,15
DDD	10,4	179	19,03
E	10,4	179	19,00
F	10,4	171	18,13
G	10,4	162	17,15
H	10,4	143	15,22

B. For the period 1 July 2009 to 30 June 2010

The parties have agreed that the wage increases shall be calculated as follows:

Increases will be calculated on the basis of the April 2009 CPIX inflation rate (as released by Statistics S.A.) or 7,1% to 8,1% for rates A to H respectively, whichever is the greater.

C. For the period 1 July 2010 to 30 June 2011

The parties have agreed that the wage increases shall be calculated as follows:

Increases will be calculated on the basis of the April 2010 CPIX inflation rate (as released by Statistics S.A.) or 7,1% to 8,1% for rates A to H respectively, whichever is the greater.

8: ANNEXURE B: FIVE GRADE JOB AND WAGE STRUCTURE

Substitute the following for item 8:

- “8. For those establishments that have implemented or intend to implement the new job and wage system, the following minimum wage shall apply for the new five-grade structure. For those establishments that have implemented the five-grade job and wage structure, the following increases shall apply on the same terms as set out in clause 1 of Part II of this Agreement.

The actual wage structure, including the benchmark figure for artisans, shall be agreed at company level depending upon the nature and extent of multi-skilling, multi-tasking, broad banding and employee flexibility agreed between the affected employer and trade union(s):

Grade	Current Minimum Wage Rate	Increase on Actuals and Scheduled Wage Rates	Increase on Scheduled Wage Rate	New Minimum Wage Rates
5	35,25	10,4	367	38,92
4	30,36	10,4	316	33,52
3	26,14	10,4	272	28,86
2	22,51	10,4	234	24,85
1	19,39	10,4	202	21,41
		Whichever is the greater personal increase		

Note:

These amounts will be increased in line with the increases to be agreed in the 2008/2009 and subsequent annual Main Agreement negotiations.

The new five-grade wage structure will be phased-in in equal increments, over a maximum period of five years. Individual establishments may agree to phase the new structure in over a shorter period."

9. ANNEXURE H: CONSTRUCTION SITES COVERED BY A PROJECT LABOUR AGREEMENT

Substitute the following for item 1.8

- "1.8 Any person who is able to demonstrate that he/she has obtained previous knowledge and skills of working on a construction site, and is able to perform work in a higher grade, and subject to such work being available may not be employed in Grade 1(a), Grade 1 and Grade 2 and on the rates herein unless the employee elects otherwise. The period that an employee may be remunerated on Grade 1(a) and 2(a) rates will be the subject of a PLA, but shall not be longer than 4 months.

Grade	Minimum wage rate R C
5	38,92
4	35,23
3	30,06
2	24,48
2(a)	20,11
1	12,41
1(a)	11,22

Thus signed at Johannesburg on 9 July 2008.

D. CARSON
Member

L MTHIYANE
Member

A SMITH
Chief Executive Officer