
GOVERNMENT NOTICES
GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID

No. R. 36

23 Januarie 2009

WET OP ARBEIDSVERHOUDINGE, 1995

**METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING NA
NIE-PARTYE VAN HYSBAKINGENIEURS KOLLEKTIEWE
WYSIGINGSOORENKOMS**

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, verklaar hierby, kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995 dat die kollektiewe ooreenkoms wat in die Bylae hierby verskyn en wat in die Metaal-En Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 2 Februarie 2009, en vir die tydperk wat op 30 Junie 2010 eindig.

M M S MDLADLANA
MINISTER VAN ARBEID

No. R. 36

23 January 2009

LABOUR RELATIONS ACT, 1995**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION
TO NON-PARTIES OF LIFT ENGINEERING COLLECTIVE 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 2 February 2009, and for the period ending 30 June 2010.

M M S MDLADLANA
MINISTER OF LABOUR

SCHEDULE**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL****LIFT ENGINEERING COLLECTIVE AMENDING AGREEMENT**

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

Lift Engineering Association of South Africa

(Hereinafter referred to as the "employers" or the "employer organization"), of the one part,
the

South African Equity Workers' Association

(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 Agreement published under Government Notice No. R.405 of 31 March 1998, as renewed, amended and re-enacted by Government Notices Nos. R.160 and R.161 of 12 February 1999, R.1314 of 12 November 1999, R.1125 of 17 November 2000, R.1013 of 12 October 2001, R.1242 of 30 November 2001, R.529 of 3 May 2002, R.1249 of 4 October 2002, R.669 of 23 May 2003, R.1829 of 24 December 2003, R.1021 of 3 September 2004, R.1181 of 15 December 2005, R.1182 of 15 December 2005, R.1136 of 17 November 2006 R.1137 of 17 November 2006 and R1173 OF 14 December 07 and 1174 of 14 December 07

1. CLAUSE 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) By all employers who are members of the employer's organization and by all employees who are members of the trade unions, in respect of the maintenance

and/or assembly and/or installation and/or repair of electrical and hydraulic lifts, escalators, moving walkways and goods lifts.

- (2) The provisions of clauses 1(1) (b) and 2 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade unions, respectively.

2. CLAUSE 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 section 32 of the Labour Relations Act, 1995 and shall remain in force until 30 June 2010.

3 CLAUSE 6: STAND-BY DUTIES AND CALL-OUTS

Substitute the following for sub-clauses (d),(e) and (f):

- "(d) An employee who is required to be on stand-by on Monday to Friday shall receive a stand-by allowance of R62.36 per day, excluding Saturdays, Sundays and public holidays.
- (e) An employee who is required to be on stand-by on a Saturday shall receive a stand-by allowance of R93.52 per day.
- (f) An employee who is required to be on stand-by on a Sunday or public holiday shall receive a stand-by allowance of R124.72 per day.

Note: The daily amounts specified in sub-clauses 1(d), (e) and (f) shall apply for the period 1 July 2008 to 30 June 2009".

4. CLAUSE 7:

Substitute the following for sub-clause 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 of each calendar month"

5. CLAUSE 13: Unpaid leave at time confinement

Delete this clause and insert the following:

"Refer to the provisions of clause 31, "Maternity Leave or Leave in respect of the adoption of a child under two years of age"

6. Clause 18: Injury on Duty Allowance

Substitute the following for sub-clause 2.

"Whenever an employee is absent from work through occupational sickness or injury not recognised as compensable in terms of Compensation for Occupational Injuries and diseases Act, 1993 [see Section 22(2)] they shall be paid on the basis of the employee's actual hourly rate of pay for any period of absence up to a maximum of three working days. Such payment made to the employee shall be recoverable from the Metal and Engineering Industries Sick Pay Fund by the employer."

7. Clause 31: Termination of employment owing to pregnancy.

Substitute the following for the existing clause:

"31. 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 whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with services 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
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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(4) of this Agreement in respect of leave pay and clause 15(2) 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 31 of the Lift engineering 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) above.
- (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 Lift Engineering 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 Lift Engineering Agreement shall apply.

The substitute temporary employee acknowledges that they understand the contents of this contract and signifies acceptance thereof.

Signed at _____ on _____ 20____

Employer: _____

Employee _____

Witness: _____

8. CLAUSE 36: WAGES

(For the period 1- 07- 08 to 30- 06 - 09)

Substitute the following for the existing Clause 36

“(1) No employer shall pay to any employee engaged on work classified in the schedules to this Agreement wages lower than those stipulated and no employees shall accept wages lower than those stipulated, namely –

- (a) Category 1 : R57.67 per hour;
- Category 2 : R42.30 per hour
- Category 3 : R26.94 per hour
- Category 4 : R21.86 per hour

(b) **Apprentices:**

- First year : R20.16 per hour
- Second year : R23.04 per hour
- Third year : R28.83 per hour
- Fourth year : R46.11 per hour

- (2) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in this Agreement shall, while 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 an additional amount for his wage group as follows:

<i>Class of work</i>	<i>Amount per hour</i>
(a) Category 1 employees	567 cents
Category 2 employees	416 cents
Category 3 employees	265 cents
Category 4 employees	215 cents

(b) Apprentices:

First year	198 cents
Second year	226 cents
Third year	283 cents
Fourth year	453 cents

OR

10.9% of the actual hourly rate of pay he was receiving on 30 June 2008, whichever additional amount is the greater: Provided that –

- (i) The additional amount payable in terms of this sub-clause to an employee for his class of work may be reduced by the amount of any increase granted to such employees on or subsequent to 1 July 2008: provided further 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 coming into operation of this Agreement on the basis stated below:

Amount per hour for the	}		{Amount per hour of
employee's class of work	}	Less (if any)	{any increase granted
prescribed above	}		{to the employee on
			{or after 1 July 2008

multiplied by the number of hours for which the employee concerned was entitled to payment of this wage or the period from the start of the first shift on or after 1 July 2008 to the first shift for which the amount per hour of 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;

- (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 at the date of coming

into operation of this Agreement shall not be entitled to be paid the additional amount specified in this subsection 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 subsection for his class of work was 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) An employer who intends to grant increases to all employees or to a particular category of employees in excess of the guaranteed personal minimum increase provided for above at the date of coming into operation of this Agreement shall consult the trade unions of which the employees concerned are members.

Where an employer, following such consultation, grants such increases over and above those provided for in this Agreement, the Bargaining Council shall be notified of the increases granted.

- (3) Operators may be employed on Category 2 and Category 3 work only if they have passed
 - (a) training programme(s) recognized by the Bargaining Council and are in possession of a certificate of proficiency issued by the employer covering the functions that they are allowed to perform under the schedules to this Agreement
- (4) The employers who are party to this Agreement have undertaken to distinguish clearly, at the time of awarding wage increases, between the wage increase component negotiated in terms of this Agreement and any other increases, such as merit increases which may be granted to employees.
- (5)
 - (a) No employee shall be employed on or 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 in the higher 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.

- (b) Where lower paid employee is temporarily substituted for a higher paid employee:
 - (i) Such substitution shall be part of career development aimed at developing the employee by providing exposure to the higher level job; and
 - (ii) Such substitution is to be an integral part of the development programme and therefore a pre-requisite for successful completion of the programme.
- (6) An employer who intends to grant increases to all employees or a particular category of employees shall consult the trade unions of which the employees concerned are members."

9. ANNEXURE E:

Insert the following new annexure:

Annexure E

Employee safety whilst undertaking work in high risk areas

It is recognized that safety and security affects every workplace impacting on productivity, employee benefits, occupational health and safety, production costs and workplace morale.

The effective management of safety and security in the workplace requires an integrated strategy that includes, amongst others the following elements:

- An understanding and assessment of the impact of safety and security on the workplace; and
- Long and short term measures to deal with and reduce this impact, including:
 - A safety and security policy for the workplace; and
 - A safety and security awareness programme.

It is recommended that every workplace works towards developing and implementing a workplace awareness programme aimed at preventing safety and security breaches affecting employees whilst undertaking work in high risk areas.

The nature and extent of a workplace programme should be guided by the needs and capacity of each individual workplace. However, it is recommended that every workplace programme should, as far as is reasonably practicable and feasible, attempt to address the following in co-operation with the employer; the client; the trade unions, shop stewards and individual employees:

- When entering into new contracts in high risk areas request that unoccupied stops will be attended to during normal working hours and occupied stops will be attended to where secure parking is provided;
- It is recommended that expensive watches, jewellery and/or accessories are not worn when on call;
- It is recommended that employees do not wear company overalls, uniform or insignia when undertaking work after hours in high risk areas;
- It is recommended that employees do not leave any valuables in vehicles;

- If possible advise your assistant on standby that you are attending to a call in a high risk area and if possible arrange that he/she accompany you on the call;
- Investigate the feasibility of training caretakers in high risk buildings to rescue trapped passengers;
- Employers in consultation with clients should investigate the feasibility of hiring a security escort to accompany a mechanic into a high risk area after hours;
- Investigate the feasibility of the building owner or client providing security on late night call-outs;
- Investigate the feasibility of ensuring that during normal working hours technicians called out into high risk areas are accompanied by an assistant; and
- Employers should take all reasonable steps to assist employees with referrals to appropriate trauma counseling and psycho-social facilities within the community, if such services are not provided at the workplace.

The Metal and Engineering Industries Bargaining Council should ensure that copies of this guide are available and accessible.

It is recommended that employers should include the guide in their orientation, education and training programmes of employees.

The trade unions should include the guide in their education and training programmes of shop stewards and members.

All employers and employees, and their respective organizations are encouraged to use this guide to develop, implement and refine their safety and security policies and

programme to suit the needs of their workplaces and maintain, as far as is reasonably practicable, a workplace that is safe and without risk to the safety and security of its employees.

Signed at Johannesburg for and on behalf of the parties, this day of **4 November 2008**

L Trentini

Member

L de Welzim

Member

Nick Faasen

Operations Manager