

No. R. 959

9 October 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 .....19 October 2009..... , and for the period ending 30 June 2010.

**MMS 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 “employers’ organisation”), of the one part,  
and 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, R. 1173 of 14 December 2007, R. 1174 of 14 December 2007 and R. 36 of 23 January 2009.

**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 employers' organisation 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 5: OVERTIME AND PAYMENT FOR WORK ON SUNDAYS**

- (1) Substitute the following for subclause (6):
  - “(6)(a) ‘Normal shift’ means one-fifth of the ordinary weekly hours of work of an establishment working a five-day week.
  - (b) ‘Usual starting time’ means the starting time on an ordinary working day.
  - (c) ‘Overtime payment’ shall be made in accordance with the provisions of this clause.
  - (d) Unless otherwise agreed overtime shall be worked on a voluntary basis.”.

## **4. CLAUSE 6: STAND-BY DUTIES AND CALL-OUTS**

Substitute the following for subclauses (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 R66,09 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 R99,13 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 R132,19 per day.

**Note:** The daily amounts specified in subclauses 1(d), (e) and (f) shall apply for the period 1 July 2009 to 30 June 2010.”.

## **5. CLAUSE 7: PAYMENT OF EARNINGS**

- (1) Insert the following new subclause (1)(c):

“(c) An employer and elected shop stewards shall communicate the prevailing method of payment observed in an establishment to a newly employed employee and draw the employee’s attention to subclause (2)(e), if applicable.”.

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

“(i) All payments due to the employee(s) in terms of this Agreement shall be payable to the employee(s) two banking days before the last working day of each calendar month.”.

## **6. CLAUSE 12: LEAVE PAY**

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

“(c) Should an employee proceed on leave, the employer shall, for each public holiday which falls within the employee’s period of leave and which otherwise would have

been an ordinary working day for such an employee, extend the leave period by one working day with full pay.”.

## 7. **CLAUSE 36: WAGES**

(For the period 1-07-09 to 30-06 -2010)

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 : R63,02 per hour
- Category 2 : R46,22 per hour
- Category 3 : R29,45 per hour
- Category 4 : R23,88 per hour

(b) **Apprentices:**

- First year : R22,06 per hour
- Second year : R25,21 per hour
- Third year : R31,51 per hour
- Fourth year : R50,42 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><b>Class of work</b></i>	<i><b>Amount per hour</b></i>
(a) Category 1 employees .....	535 cents
Category 2 employees .....	392 cents
Category 3 employees .....	251 cents
Category 4 employees .....	202 cents
(b) <b>Apprentices</b>	
First year .....	190 cents
Second year .....	217 cents
Third year .....	268 cents
Fourth year .....	431 cents

OR

9,3% of the actual hourly rate of pay he was receiving on 30 June 2009, whichever additional amount is the greater: 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 granted to such employees on or subsequent to 1 July 2009: Provided further that any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 2009, 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 2009

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 2009 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 2009 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 2009 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 in 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 a 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.”.

#### **ANNEXURE A: SECURITY OF EMPLOYMENT AND SEVERANCE PAY**

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

“(a) **Notice of proposed retrenchment**



- (i) An employer must notify all relevant consulting parties and the Regional Bargaining Councils when that employer contemplates terminating the employment of one or more employees for reasons related to its operational requirements.”.

Signed at Johannesburg for and on behalf of the parties, this 12th day of August 2009.

L Trentini

**Member**

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L de Welzim

**Member**

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Alistair Smith

**Chief Executive Officer**

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