

No. R. 679

26 August 2011

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

'I, MILDRED NELISIWE OLIPHANT, 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 from5 September 2011....., and for the period ending 30 June 2012.

**MN OLIPHANT
MINISTER OF LABOUR**

SCHEDULE**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL****LIFT ENGINEERING COLLECTIVE 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, R.1173 of 14 December 2007, R.1174 of 14 December 2007, R.36 of 23 January 2009 and R.959 of 9 October 2009.

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' organization and trade unions, respectively.

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 2012.

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 R75.10 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 R112.65 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 R150.20 per day".

4. CLAUSE 17: PAID SICK LEAVE

Substitute the following for subclauses (6) and (7).

- (6) "The employer, before making payment of any amount payable to an employee for any period of absence from work of more than two consecutive days or on more than two occasions during an eight week period, may require the employee to produce a medical certificate signed by a medical practitioner or any other person who is certified to

diagnose and treat patients and who is registered with a professional council established by an Act of parliament.

- (7) The employer may require an employee to produce a medical certificate in respect of any absence from work on a Friday or Monday or on the working day immediately before or after any paid public holiday before making payment of any amount payable in terms of this sub clause."

5. CLAUSE 17A: FAMILY RESPONSIBILITY LEAVE

Insert the following introductory paragraph:

"For purposes of this clause, "child" means a person who is under 18 years of age provided that for purposes of subclause 2(d)(ii), this age shall not apply".

6. CLAUSE 18: INJURY ON DUTY ALLOWANCE

Substitute the following for the existing clause:

- "(1) An employer in whose service an employee is at the time of the accident shall be liable for payment of compensation in terms of section 47(1) of the Compensation for Occupational Injuries and Diseases Act 130/1993.
- (2) Whenever an employee is absent from work through occupational sickness or injury not recognized as compensable in terms of the Compensation for Occupational Injuries and Diseases Act 130/1993 (see Section 22(2), he shall be paid on the basis of the employee's actual rate of pay for any period of absence up to a maximum of three working days. Such payment made to the employee concerned shall be recoverable from the Metal and Engineering Industries Sick Pay Fund by the employer."

7. CLAUSE 19: ALLOWANCES

Substitute the following for subclauses (3) to (7):

- "(3) *Subsistence*: Where an employee is required to live away from his usual place of domicile, hotel accommodation, including meals, shall be provided. Alternatively, by mutual consent, a subsistence allowance of R191.46 per day shall be payable.

- (4) *Out-of-pocket expenses:* Employers shall pay an amount of R27.50 per day to employees to compensate them for additional non-recoverable expenses incurred where the work assignment entails overnight stay. This amount shall be payable irrespective of whether or not the employer pays full accommodation and board and lodging. Mutually agreed legitimate expenses over and above the R27.50 per day shall be reimbursed upon presentation of receipts.
- (5) *Dirt allowance:* A dirt allowance of R20.34 per shift shall be paid to all categories of employees engaged on the dismantling of existing installations and/or the stripping of lifts and escalators for modernisation and/or the changing of main hoisting and compensating ropes.
- The dirt allowance referred to above shall also apply to all repair work carried out on escalators.
- (6) *Certificate allowance:* Subject to the provisions of section 36 of this Agreement, and in addition to wages and other allowances prescribed in this Agreement, the employer shall pay to each employee who is the holder of a Certificate of Registration issued in terms of the Occupational Health and Safety Act, 1993, an allowance of R0.47c per hour, including overtime.
- (7) *Underground allowance:* An allowance of R50.30 per shift shall be paid to employees who are required to work below the collar of any mine shaft for a shift or part of a shift."

8. CLAUSE 36: WAGES

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 | : | R71.61 per hour |
| | Category 2 | : | R52.52 per hour |
| | Category 3 | : | R33.46 per hour |
| | Category 4 | : | R27.13 per hour |

(b) **Apprentices:**

First year : R25.06 per hour

Second year : R28.64 per hour

Third year : R35.81 per hour

Fourth year : R57.28 per hour

- (2) 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.
- (3) 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.
- (4)(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.
- (5) 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."

Signed at Johannesburg for and on behalf of the parties, this day of 8th July 2011

M Lavender
Member

S Mayisela
Member

Alistair Smith
Chief Executive Officer