METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

CONSOLIDATED 2020/2021 LIFT ENGINEERING AGREEMENT

(for the period 1-7-20 to 30-6-21)

Note
This consolidated Agreement has been amended in relation to the Settlement Agreement dated 19 September 2019.

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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 "employers' organisation"), of the one part, and the

South African Equity Workers' Association

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being parties to the Metal and Engineering Industries Bargaining Council.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed -

(a) in the Lift and Escalator sector of the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa;
"lift and escalator industry" means the maintenance and/or assembly and/or installation and/or repair of electrical and hydraulic lifts, escalators, moving walkways and goods lifts.
(b) by all employers who are members of the employers' organisations and by all employees who are members of the trade union.
(c) The provisions of clauses (1)(1)(b) and 2of the Agreement shall not apply to employers and employees who are not members of the employer organisation and trade union respectively.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on the date fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties and the Agreement shall remain in force until 30 June 2021.

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3. DEFINITIONS

Any reference in this Agreement to the Republic of South Africa and/or the Provinces of the Cape of Good Hope, Transvaal, Natal and the Orange Free State shall be deemed to be the Magisterial Districts of those areas and/or Provinces as they existed immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993).

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further unless inconsistent with the context -

'Act' means the Labour Relations Act, No. 96 of 1995;

'Apprentice' means an employee serving under a written contract of Apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981, and includes a minor employed on probation in terms of the Act or a trainee in terms of the Atrami Agreement, as well as a learner in terms of Chapter IV of the Skills Development Act, 1998."

'continuous employment' means any period during which an employee has been continuously employed by the same employer and for the purposes of this Agreement periods of employment with the same employer broken by not more than 30 days from the date of termination of employment owing to the discharge or retrenchment of the employee by the employer to the re-engagement of the employee shall be deemed to be continuous employment;

'Council' means the Metal and Engineering Industries Bargaining Council;

'employee' means an employee whose minimum rate of pay is scheduled in this Agreement or an employee employed under exemption from this Agreement or under conditions determined by the Council, or an Apprentice;

'employer' means any person [including a temporary employment service as defined in clause 198(1) of the Act] who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person in any manner to assist him in the carrying on or conducting of his business;

'employ of the same employer' and 'employment with the same employer' shall, for the purposes of clause 12(2)(a) and clause 14(1) of this Agreement, includes unbroken employment in the same business carrying on activities which fall within the Scope of the Industry whether or not the ownership of that business has altered as a result of sale, change of control, amalgamation, reconstruction, liquidation, compromise with creditors or otherwise;

'establishment' means any premises wherein or whereon the activities of the Industry, or part thereof, as herein defined, are carried on;

'hourly rate' means the rate per hour for the class of work scheduled in this Agreement or, whichever is the greater, the actual rate per hour the employee is receiving: provided that where a 'rate per week' is specified, the hourly rate of the employee shall be his rate per week for his class of work scheduled

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in this Agreement or the actual weekly rate of the employee, whichever is the greater, divided by the number of ordinary hours worked in the establishment concerned; and 'ordinary hourly rate' means the hourly rate for ordinary time;

'Law" includes Common Law;

'Lift and Escalator Industry' means the industry in which employers and their employees are associated for the assembly and/or installation and/or maintenance and/or repair of electrical lifts and escalators;

'public holiday' means New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill, as specified in Schedule 1 of the Public Holidays Act, 1994 (Act No 36 of 1994) and shall include any day (or part thereof) proclaimed by the President as a public holiday, in terms of the Public Holidays Act: Provided that whenever any public holiday falls on a Sunday, the following Monday shall be a public holiday; and provided further that any public holiday may be exchanged for any other ordinary working day as mutually agreed upon.

'jig' or 'fixture' or 'stop' means a device which definitely locates the work with respect to a tool and/or a tool to the work and/or the relative position of parts while being joined together, so as to produce articles that are interchangeable within certain tolerances;

'journeyman' means an employee who has completed a contract of Apprenticeship under the Manpower Training act, 1981, or a contract of Apprenticeship recognised by the Council in any one of the classes of work specified under clause 36, Category 1, or who is in possession of a certificate recognised or issued by the Council enabling him to be employed as a journeyman;

'juvenile' means an employee between 16 and 19 years of age employed on any of the classes of work specified in this Agreement;

'nes' means "not elsewhere specified";

'Region A' means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, The Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (CP), Hermanus, Hopefield (CP), Knysna, Kuils River, Ladismith (CP), Laingsburg, Malmesbury, Montagu, Mitchells Plain, Moorreesburg, Mosselbaai, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Cape Regional Council), P O Box 6096, Roggebaai, 8012, or Harbour Place, 1st Floor, 7 Martin Hammerschlag Way, Foreshore, Cape Town, 8001;

'Region B' means the Magisterial Districts of Albert, Aliwal North, Barkley East, Cathcart, East London, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stutterheim, Tarkastad and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council

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(Border Regional Council), P O Box 13162, Vincent, 5217, or 8 St Patrick's Road, Southernwood, East London, 5021;

'Region C' means the Province of Natal, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (KwaZulu Natal Region), P O Box 5900, Durban, 4000, or 14th Floor, Mercury House, 320 Smith Street, Durban, 4001."

'Region D' means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandra, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (CP), Murraysburg, Noupoort, Oudtshoorn, Pearston, Port Elizabeth, Richmond (CP), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Midlands Regional Council), P O Box 12848, Centrahill, 6006, or First Floor, 30 Pearson Street, Central, Port Elizabeth, 6001;

'Region E' means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, and for the purposes of this particular area the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Gauteng Region), P O Box 3998, Johannesburg, 2000 or Union Corporation Building, 1st Floor, 77 Marshall Street, Johannesburg, 2001."

'Region F' means the Province of the Orange Free State, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkley West, Britstown, De Aar, Douglas, Gordonia, Griekwastad, Hartswater, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Phillipstown, Prieska, Vryburg and Warrenton, in the Cape Province, and for the purposes of these particular areas the address of the Regional Council shall be: Metal and Engineering Industries Bargaining Council (Orange Free State and Northern Cape Regional Council), P O Box 30095, Moreskof, 9462 or Wessels & Smith Building, 2nd Floor, 26 – 28 Heeren Street, Welkom, 9459.

'repetition work' means work performed by an employee constantly engaged on one or more repetitive processes;

'templet' means a device for indicating the position of holes and/or attachments on the work and/or the form and/or contour of work;

'trainee' means an employee under training in terms of clause30 of the Manpower Training Act, 1981, on work classified in clause 36 as Category 1 in this Agreement or an employee under training in terms of the provisions of a contract issued or recognised by the Council, which includes contracts under the Artisan Training and Recognition Agreement for the Metal and Engineering Industries, as published under Government Notice R.655 of 8 May 1998, enabling such employees to be employed on work classified in clause 36 as Category 1 in this Agreement;

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4. HOURS OF WORK

(1) The ordinary hours of work shall not exceed 40 in any one week.

(2) An employer may, to facilitate the keeping of a record of the starting and stopping times and hours of work of his employees, require them to clock in and out of work and may, before paying to any employee any wages and/or remuneration for any period not recorded by the clock, require that employee to show satisfactory proof of having been at work: provided that an employee shall be paid in terms of this Agreement for all the time recorded by the clock which falls within the starting and the stopping times of the shift for that day of the week, excluding meal breaks, as notified by the employer to his employee in terms of sub clause (4) and for all time which he is required by the employer to work which does not fall within such starting and stopping times.

(3)(a) An employee shall not be required or permitted to work for more than five hours continuously without an uninterrupted interval of not less than one hour, during which interval the employee shall not be required or permitted to perform any work: Provided that -

(i) the period of the interval may be reduced to not less than 30 minutes, in which case the employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly practicable in the middle of each work period before and after the interval during which periods the employee shall not be required or permitted to perform any work and such rest intervals shall be deemed to be part of the ordinary hours of work of the employee concerned; or

(ii) the period of the interval may be reduced to not less than 30 minutes and a 10 minute rest interval shall be observed as nearly as practicable in the middle of the morning work period and the afternoon 10 minute rest interval may be dispensed with subject to the proviso that such an arrangement shall mean that the normal finishing time on Fridays shall be advanced by 60 minutes and employees paid for the equivalent time not so worked;

(iii) when, by reason of any overtime worked, an employer is required to give employees a second interval, such interval may be reduced to an interval of not less than 15 minutes.

(b) except as provided for in (i), (ii) and (iii) hereof, periods of work interrupted by intervals of less than 60 minutes shall be deemed to be continuous.

(4) An employer who requires an employee to perform night work on a regular basis after 23:00 and before 06:00 the next day must –

(a) inform the employee in writing, or orally if the employee is not able to understand a written communication, in a language that the employee understands -

(i) of any health and safety hazards associated with the work that the employee is required to perform; and

(ii) of the employee's right to undergo a medical examination in terms of paragraph (b);

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(b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning the hazards referred to in (a)(i) above –

(i) before the employee starts, or within a reasonable period of the employee starting such work; and

(ii) at the appropriate intervals while the employee continues to perform such work; and

(c) transfer the employee to suitable day work within a reasonable time if -

(i) the employee suffers from a health condition associated with the performance of night work; and

(ii) it is practicable for the employer to do so.

For the purpose of subclause (4) an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per month or 50 times per year.

(5) Every employer shall display in his establishment in a place readily accessible to his employees a notice specifying the starting and finishing times of work for each shift or shifts of the week and the meal hours.

5. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS

(1) Time worked by employees after the completion of the usual shifts in the establishment concerned shall be regarded as overtime and be remunerated at one and one-half times the hourly rate.

(2) Overtime shall be voluntary and unless otherwise authorised by the Council, the maximum overtime that may be worked in any week, including Sundays, shall not exceed 10 hours per week.

(3) Where overtime is worked after the completion of the normal hours of a shift the employee shall be allowed a rest period of at least eight hours after completing the overtime before the next normal shift starts, and where the rest period extends into the next shift the overlapping period into the shift shall be regarded as a paid period that the employee is not required to work, subject to the following additional benefits for extended overtime:

Extended call-outs:

(a) If an employee is authorised to work continuously between 23:00 and 04:00, a rest period of six hours applies. All call-outs not separated by at least two hours, including travelling time, shall be considered continuous.

(b) If an employee is called out after 04:00 this shall be considered a normal overtime shift and the rest period shall not apply.

(4) If an employee is required to report for work before the usual starting time for that day of the week, he shall be paid at one and one-half times his hourly rate for time worked until the usual starting time of the shift.

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If an employee (other than an employee engaged on urgent maintenance and/or urgent repairs) works on Sunday, he shall be paid at double the hourly rate for time worked, with a minimum payment of double the hourly rate for the hours of a normal shift: provided that where the employer provided work to occupy the employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him, such employee shall be entitled to payment only for the period actually worked.

(6) (a) **'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.

(7) Notwithstanding the provisions of sub clause (1), where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be remunerated at the employee's ordinary rate: Provided that –

(i) if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours shall be remunerated at the employee's ordinary hourly rate; and

(ii) where an employee is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, the provisions of this sub-clause shall not apply and the overtime hours worked in such case shall be remunerated at the overtime rate applicable to the overtime hours worked: provided that an employer may call on an employee for a medical certificate in proof of cause of absence.
Payment under this sub-clause shall be made as provided for in clause 7 of this Agreement.

(8) Any employee who is aggrieved by the application to him of any of the provisions of subclause (7) may appeal to the Council against the decision and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion, ought to have been given in such case. Appeals in terms of this subclause shall be made to the Regional Council of the area concerned.

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5A. SHIFT WORK

(1) Night-shift work shall be paid for at the ordinary hourly rate applicable, plus 15 percent.

(2) In order to be on night-shift work an employee must work three or more consecutive nights between 18:00 on Monday and 06:00 on Saturday of the same week.

3) Not less than six hours shall elapse between the employment of an employee on night shift and on day shift: Provided that an employee may work during such interim period of six hours if overtime is paid at one and one-third times the ordinary hourly rate.

(4) In establishments working a two-shift system or three-shift system, payment shall be as follows:

(a) ***Two-shift system:***

(i) Work ordinarily performed on the shift commencing in the morning shall be paid for at ordinary hourly rates: Provided that if the shift commences before 06:00, time worked prior to 06:00 shall be paid for at the ordinary hourly rate, plus 15 percent;

(ii) work ordinarily performed on the second shift shall be paid for as follows:

(aa) When the hours for the complete shift fall wholly within any period from 18:00 to 06:00, at the ordinary hourly rate plus 15 percent;

(ab) **When the hours for the complete shift do not fall wholly within any period from 18:00 to 06:00, at the ordinary hourly rate, plus 8 percent, until midnight, and after midnight, at the ordinary hourly rate, plus 15 per cent.**

(b) *Three-shift system:*

Work ordinarily performed on the—

(i) second shift, shall be paid for at the ordinary hourly rate, plus **8** percent;

(ii) third shift, shall be paid for at the ordinary rate, plus 15 percent.

(c) The employer and employee(s) will by mutual arrangements agree on how work performed on Sundays and public holidays will be paid. A copy of the Agreement will be lodged with the Regional Council.
In the absence of such an Agreement, work performed on a Sunday and on a Public Holiday will be paid in accordance with sections 5 and 10 of this Agreement."

(5) Time worked by employees on shift systems after the completion of the usual shift in the establishment concerned shall be regarded as overtime and be paid for as follows:

(a) At one and one-half times the increased hourly rate;
For the purposes of the above, 'increased hourly rate' means the ordinary hourly rate plus the amount per cent payable thereon at the concluding time of the shift.

(6) Notwithstanding the provisions of sub clause (5), where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's

ordinary rate: Provided that—

(a) if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours shall be paid for at the employee's ordinary hourly rate; and

(b) where an employee is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, the provisions of this sub-clause shall not apply and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.
Payment under this sub-clause shall be made as provided for in clause 7 of this Part of the Agreement.

(7) Notwithstanding the provisions of subclause (5), where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked. The hours so deducted shall be paid for at the employee's ordinary rate and shall be regarded as ordinary hours worked for the purposes of calculating the contributions to be submitted to the Engineering Industries Pension Fund, the Metal Industries Provident Fund and the National Bargaining Council for the Iron, Steel, Engineering and Metallurgical Industry Sick Pay Fund in terms of the Agreements regulating these Funds: Provided that—

(a) the provisions of this sub-clause shall not apply to hours worked by an employee on a Sunday;

(b) where an employee is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, the provisions of this sub-clause shall not apply and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.
Payment under this sub-clause shall be made as provided for in clause 7 of this Part of Agreement.

(8) An employer may only require or permit an employee to perform night work (meaning work performed after 18h00 and before 06h00 the next day) if transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.

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6. STAND-BY DUTIES AND CALL-OUTS

(1) *Stand-by Duties*

(a) An employer may require that Category 1 employees carry out stand-by duties for one week in every four weeks. The employer shall keep a roster specifying the employees' duties for that period.

(b) Should the circumstances require more frequent stand-by than one in four weeks then this shall be implemented by agreement on a voluntary basis at establishment level.

(c) The provisions of this clause excludes local and district Category 1 employees who are required to carry out stand-by duties as a normal part of their duties, compensation for which shall be specified in their letter of appointment.

(d) An employee who is required to be on stand-by on Monday to Friday shall receive a stand-by allowance of R123.11 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 R184.67 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 R246.24 per day".

(g) An employee called out whilst on stand-by shall, in addition to the allowance provided for in (d), (e) and (f) above, be paid at overtime rates of pay for the hours worked on any one day provided for in (d) and/or (e) and/or (f) above.

(2) *Call-outs*

(a) If an employee on stand-by duty is called out, he shall be remunerated at overtime rates as specified in clause 5 of this Agreement, and

(b) If an employee who is not on stand-by duty is called out and he reports for duty at any time between 18:00 and 06:00 on any night of the week, such employee shall be paid a minimum of four hours' pay at overtime rates as specified in clause 5 of this Agreement.
Provided that, in addition, an employee referred to in paragraphs (a) and (b) shall be paid for travelling time to and from his place of residence.

7. PAYMENT OF EARNINGS

(1) (a) Except as otherwise provided, any amount due to an employee in terms of this Agreement shall be paid weekly, in cash, on Friday. Payment shall be made by not later than the ordinary stopping time and shall include all payments due to the employee calculated up to and including the shift completed on the preceding Tuesday of the same week: Provided that where employment terminates before the ordinary pay-day, all payments due to the employee in terms of this Agreement shall be paid to him upon his employment so terminating.

(b) Every employee shall, on payment, be given a statement showing his total earnings, ordinary time and overtime payments, allowances, deductions and the number of shifts accrued towards holiday leave.

(c) An employer and elected shop steward shall communicate the prevailing method of

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payment observed in an establishment to a newly employed employee and draw the employee's attention to sub clause (2)(e), if applicable.

(2) (a) Notwithstanding the provisions of sub clause (1)(a), an employer may, with the consent of or at the request of an employee, agree that any amount due to the employee in terms of this Agreement shall be paid fortnightly or monthly in cash or by cheque or to the credit of such employee with a bank, or registered deposit- receiving institution as nominated by the employee: Provided that where employment terminates before the ordinary pay-day applicable to such an employee, the employer shall pay all payments due to such an employee in terms of this Agreement-

(i) upon his employment so terminating; or

(ii) where the employer and employee concerned mutually agree to a termination of employment period longer than the period provided for in this Agreement, all payments due to the employee shall be paid by not later than the last day of the termination of employment period agreed upon.

(b) An employer may, with the consent of at least 75 percent of his employees, agree that the provisions of this sub-clause shall apply to all employees in the establishment.

(c) Where, by mutual agreement, the method of payment of employers / employees changes from weekly to monthly, the Council shall be deemed to have approved such agreement: Provided that –

(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;

(ii) the monthly remuneration of employee/s shall not be less than the amount the employee/s would have been entitled to, had such employee/s been paid weekly;

(iii) employee salaries shall be increased by not less than the equivalent of any statutory increase payable in terms of any Council Agreement from time to time;

(iv) all other provisions of the Agreement shall continue to apply unless otherwise exempted;

(v) all contributions payable in terms of any Council Agreement applicable to such employee/s shall be maintained unless the employee/s or the establishment are legally exempted or excluded from payment of such contributions.

(d) Before applying the provisions of subclause (2)(b), the employer shall give to the employees concerned and to the Regional Council at least three months' notice in advance of the introduction of monthly payment, specifying the manner in which payment of earnings shall be made in the establishment.

(e) Any employee entering into employment in an establishment where the provisions of

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subclause (2)(b) apply, shall be deemed to have accepted such monthly payment as a condition of employment.

(f) Notwithstanding anything to the contrary contained in this Agreement, payment of leave pay and bonus may be made in accordance with the provisions of subclause (2) in the same manner as that by which payment of earnings is made.

(3) Except as otherwise provided in this Agreement, no deduction of any description, other than the following may be made from the amount payable in terms of this Agreement to any employee;

(a) for canteen services where the deduction is authorised by stop-order terminable by the employee at not more than 28 days' notice of termination of his agreement to this deduction;

(b) where an employee is absent from work, including absence during any unpaid leave granted in extension of the paid leave provided for in this Agreement a pro rata amount for the period of such absence;

(c) with the written consent of the employee, deductions for sick benefit, insurance, pension and provident funds or contributions to recreation funds;

(d) contributions to the funds of the Council;

(e) any amount that an employer is obliged by law, ordinance or legal process to pay and has paid on behalf of an employee;

(f) where an employer, owing to clerical or accounting or administrative error, or miscalculation, pays an employee any remuneration in excess of the amount legally payable, the employer shall be entitled to recover the amount of the overpayment by deduction from subsequent wages or earnings subject to the following provisions:

(i) The deductions may be made from one or more payments of wages or earnings, but no one deduction may exceed 15 percent of the wages or earnings from which it is deducted;

(ii) no such deduction shall be made from any leave pay or leave bonus payable under this Agreement either to the employee or to the Council;

(iii) no such deduction or deductions shall be made unless the employer, in writing, notifies the employee prior to the time of the first deduction, and the Council within seven days of the first deduction of the circumstances under which the overpayment was made, of the amount thereof, and of the amount of the proposed deduction or deductions.

(g) upon the written request of the employee, deductions required by him for the purpose of reducing his liability on a loan which has been made for the purchase or improvement of immovable property of the employee or the redemption of any loan to the employee against the security of such property, whether such property is held or to be held by the employee freehold or on leasehold, sectional title or otherwise: Provided that –

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(i) such property is occupied or will be occupied by the employee or a dependent of the employee;
(ii) no deduction shall be made from any leave bonus or termination leave pay payable under the Agreement either to the employee or to the Council;
(iii) no single deduction shall exceed 25 percent of the earnings, before all other deductions, but excluding any payment for overtime;
(iv) the loan creditor is the employer, pension or provident fund acting in terms of its rules, any other organisation approved by the Council or any one or more of such persons or bodies acting jointly.

(4) With the written consent of the employee, deductions in respect of subscriptions to a trade union party to the Council shall be deducted by the employer from the wages of an employee. Any subscriptions so deducted shall be paid by the employer to the trade union concerned by not later than the 15th day of the month immediately following the month to which the subscriptions relate, and shall be accompanied by a written statement containing the following details in respect of each employee from whose wages subscriptions are being deducted:

(a) Surname and initials;
(b) identity number, if available;
(c) amount deducted;
(d) period in respect of which subscriptions were deducted.

(5) No premium for the training of an employee shall be charged or accepted by an employer: Provided that this sub-clause shall not apply in respect of training schemes to which the employer is legally required to contribute.

(6) Where in any establishment or place, work is performed by employees organised in sets or teams, each employee shall be paid his earnings separately by the employer.

(7) 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 of the amounts thereof.

(8) The employer shall keep a record of each payment to each employee for a period of not less than three years. The record must reflect the employee's name, date of birth, job grade, date of engagement, date of termination (where applicable), rate of pay, nature of each payment and, in the case of wages, the total earnings, ordinary time and overtime payments, allowances, deductions and number of shifts accrued towards holiday leave.

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8. TOOL ALLOWANCE

The employer shall provide, in good order and condition, the following tools and equipment to lift mechanics: screwing tackle such as stocks, dies, taps and pipe vices; blowlamps, files, hack-saw blades, large hammers of 1,5 kg and over tube spanner, chisels for chasing, steel draw tapes, plugging tools, draw vices and safety belts, and all rigging equipment.

9. TOOL INSURANCE

(1) Every employer shall inaugurate a scheme to ensure that the personal tools and/or equipment of employees are insured against fire or theft for an amount of R3 500,00 per employee.

The extra personal tools listed at subclause (2)(a) hereunder will also be covered for replacement value over and above the basic insurance, provided the supervisor approves of the extra tools carried by the lift mechanics to their workstations. Such approval will be in writing, as an additional item(s) to the tool list.

(2) The personal tools and/or equipment used by a lift mechanic for which the employer is required to provide insurance cover are –

(a) 1 x 250 mm shifting spanner; 1 x combination pliers; 1 x 250 mm vice grip; 1 x 3 m tape measure; 1 x combination square; 1 x 8 mm centre punch; 1 x flat screwdriver no. 1; 1 x flat screwdriver no. 2; 1 x flat screwdriver no. 3; 1 x flat screwdriver eng 6 x 100; 1 x flat screwdriver eng 9 x 200; 1 x flat screwdriver eng 10 x 250; 1 x star screwdriver 3 x 75mm; 1 x star screwdriver 5 x 150 mm; 1 x hack-saw; 1 x stanley knife; wire stripper; long nose pliers; set of feeler gauges; junior hack-saw; 1 x tin snips; 1 x flat ring spanner 6 mm; 1 x flat ring spanner 8 mm; 2 x flat ring spanners 10 mm; 1 x flat ring spanner 11 mm; 1 x flat ring spanner 12 mm; 2 x flat ring spanners 13 mm; 1 x flat ring spanner 14 mm; 1 x flat ring spanner 15 mm; 2 x flat ring spanners 17 mm; 1 x flat ring spanner 19 mm; 2 x flat ring spanners 22 mm; 2 x flat ring spanners 24 mm; 1 x tool-box and lock; Allan keys; scriber; pipe pliers; side cutter; crimping pliers; ballpeen hammer;

(b) Extra Personal Tools (Repairs, modernisation and constructions)
1 x 8" shifting spanner
2 x 250mm G - clamps (general purposes)
1 x 8" wrench spanner
1 x four pounds hammer (company supplied)
1 x 600mm crowbar (company supplied)
2 x socket wrenches open ended for roping (company supplied and company specific)
x 1/2" drive socket and/or swivel heads

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1 x 500mm spirit level
These tools shall be the only tools that a lift mechanic is required to provide and all other tools necessary to carry out the service, repair and construction tasks, including test equipment, shall be supplied by the employer.

(3) An employer shall reimburse an employee for lost or stolen tools on receipt of a valid motivated first claim. In the event of subsequent losses being incurred by the employee, an excess payment shall be due by the employee, as follows:

(a) Second excess claim: R464,78
Third and subsequent excess claim: R929,56

(b) Any employee who has assumed responsibility of company tools with a value in excess of R1 000,00 and who loses them, shall be liable to pay excess as follows:
Second reported loss: R105,00
Third and subsequent reported losses: R262,50

(4) Employees employed with the same employer shall, in terms of subclause (3) above, qualify for a no-claim incentive (i.e. no excess payment required) if no claim has been submitted within a five-year cycle, commencing from the date of the previous claim.

(5) The benchmark for tool quality standards is the "GEDORE" brand."

10. PAYMENT FOR PUBLIC HOLIDAYS

(1) (a)If an employee does not work on a public holiday that falls on a day which would otherwise be an ordinary working day for such an employee, he shall be paid at his ordinary hourly rate for the ordinary working hours of that day of the week.

(b) If an employee works on a public holiday that falls on a day which would otherwise be an ordinary working day for such an employee, he shall be paid for the number of hours payable in terms of subclause (1) (a) and, in addition, he shall be paid at one and two third times the hourly rate for time worked up to the said number of hours. Thereafter he shall be paid two and a half times the hourly rate until the usual starting time the next day.

(c) If an employee works on a public holiday that falls on a day which would otherwise not be an ordinary working day for such an employee, he shall be paid an amount which shall be not less than the wage payable to such an employee in respect of the time which is ordinarily worked by him on a working day and in addition, he shall be paid at one and two thirds times the hourly rate for time worked. Thereafter he shall be paid two and two thirds the hourly rate until the usual starting time the next day.

(2) For the purposes of this clause, the ordinary hourly rate of employees employed on incentive bonus work shall be the hourly rate for the class of work scheduled in this Agreement.

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11. SHORT TIME

(1) An employer may require his employees to work for a lesser number of hours than the ordinary hours of work of his establishment, owing to any one of the following –

(a) a shortage of work and/or materials in which case an employer shall give his employees two clear working days' notice of his intention to work short-time, and he shall, so far as is practicable, spread the work available among the employees affected. Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work will be made available, such an employee shall receive not less than four hours' work or pay in lieu thereof, in respect of such day. If the employee is not required to attend the establishment, the employer shall advise the employee on the working day immediately preceding the day on which he is not required to attend;

(b) unforeseen contingencies and/or circumstances beyond the control of the employer. If the aforementioned circumstances should arise, an employer shall not be required to pay wages to his employees, except for the periods actually worked: provided that if the employer believes that work may be resumed and he expressly instructs his employees to present themselves for employment on a particular day, they shall receive not less than four hours' work or pay in lieu thereof, in respect of such day. Unforeseen contingencies and/or circumstances beyond the control of the employer referred to in this paragraph shall not include inclement weather.

(2) Short shifts worked whilst working short time shall count as shifts actually worked. Employees shall be credited with the full shifts for an ordinary week for purposes of the paid leave referred to in clause 12 of this Agreement.

(3) An employer shall notify the Regional Council in the area concerned of the working of short-time –

(a) in terms of subclause (1)(a) above, at the same time as the employees are notified; and
(b) in terms of subclause (1)(a) above, within seven days of the occurrence which led to the working of short-time.

12. LEAVE PAY

(1) Leave payments provided for in this clause shall, subject to paragraphs (a), (b) and (c) hereof, be computed at the hourly rate as defined in this Agreement which the employee is receiving or entitled to receive on the date of qualification for his paid leave.

(a) The leave pay of an employee who takes leave on the date on which he becomes entitled thereto, or who takes leave within four months from the date on which he becomes entitled thereto, as provided for in clause 12(2)(g) of this Agreement, shall be calculated at the rate applicable as at the date on which he became entitled to such leave: Provided that if the employee's leave is deferred at the request of the employer and is taken within four months from the date of qualification, the employee shall be paid his leave pay calculated at the rate applicable on the date on which he proceeds on leave; provided further that if any statutory

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increase occurs during the period between the qualification date and the date of return from leave, his leave pay shall, not later than seven days after he has returned from leave, be adjusted retrospective from the date of coming into force of such increase.

(b) The leave pay of an employee in respect of whom an exemption has been granted at his own request to take his leave after the four-month period provided for in subclause (2)(g), shall, subject to the conditions contained in the certificate of exemption, be calculated at the rate applicable on the date on which the employee became entitled to leave: Provided that for purposes of this calculation, the rate applicable shall, subject to subparagraphs (i) and (ii) hereof, include any statutory increase which comes into effect subsequent to the date on which the employee qualifies for leave:

(i) In the case of an employee entitled to three consecutive weeks'paid leave, in terms of subclause (2), the leave pay shall be adjusted from the date of coming into force of any statutory increase which became effective within a period of three weeks from the date on which the employee qualified for the leave;

(ii) In the case of an employee entitled to four consecutive week's paid leave in terms of clause 14 of this Agreement, the leave pay shall be adjusted from the date of coming into force of any statutory increase which became effective within a period of four weeks from the date on which the employee qualified for leave.

(c) The leave pay of an employee whose leave, at the request of an employer and after exemption has been applied for and been granted is postponed beyond the four-month period provided for in subclause (2)(g) shall, subject to the conditions contained in the certificate of exemption, be calculated at the rate applicable on the date on which the employee actually proceeds on leave. If any statutory increase occurs whilst the employee is on leave, the employer shall, not later than seven days after the employee has returned from leave, adjust the leave pay by the amount of such increase retrospectively from the date on which such increase became effective.

(2) Every employee shall be entitled under this Agreement to three consecutive weeks' paid leave subject to the following conditions:

(a) The qualification for the paid leave (whether worked for one or more employer) shall be 234 shifts, exclusive of overtime actually worked on a five-day week basis. Provided that –

(i) except as otherwise provided for in proviso (ii), employment with the same employer for less than 25 shifts on a five-day week basis, shall not count for the paid leave provided that an employee whose employment is terminated after he has worked 15 shifts on a five-day week basis, shall be credited for purposes of paid leave, with the number of shifts he has actually worked for that employer; provided further that where an employee's service is broken in terms of this proviso and he resumes work for the same employer he shall, if he has not worked for another employer in the interim, be credited for purposes of paid leave with the total number of shifts worked for such employer;

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(ii) periods of absence on account of sickness totaling not more than 43 shifts on a five-day week basis, in any one qualifying period for paid leave, shall count for paid leave: Provided that an employer shall be entitled to call upon the employee for a medical certificate in proof of cause of absence.
Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for leave purposes if it has been determined that such accident falls under the Compensation for Occupational Injuries and Diseases Act, 1993, and the periods of absence counting for purposes of paid leave shall be the periods of disablement contemplated by the said Act.

(b) An employee's leave shall include four week-ends and be for one unbroken period.

(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.

(d) Payment for each such public holiday as contemplated in 12(2)(c) above shall be paid to the employee in a manner as provided for in clause 7 of this Agreement by his employer on his ceasing work to go on leave or in such manner as agreed between the employer and the employee.

(e) If an employee who is required by his employer to work away from his usual place of domicile takes his paid leave, the leave shall, provided the employee returns to his place of domicile, commence and terminate at the place of domicile of that employee.

(f) Application for the leave shall be made by an employee within one month of the date on which he becomes entitled thereto.

(g) The leave shall be granted by the employer so as to commence within a period of four months of the date on which the leave is due.

(h) An employee shall be entitled to and shall take his leave within a period of four months from the date on which the leave is due, unless exemption has been granted by the Independent Exemptions Board.

(i) No employee shall engage in any employment for gain during the period of his leave.
When an employee takes his paid leave, the monies payable to him for the purpose shall be paid to him, in the manner provided for in clause 7 of this Agreement, by his employer on his proceeding on leave.

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(3) The employer shall, at the time of making the payment referred in (a) and in clauses 14 and 15 of this Agreement, forward to the Council a leave pay and bonus receipt drawn up in a form acceptable to the Council and containing the employee's signature as a receipt for the payment.

(4) If the employment of an employee terminates before he becomes entitled to paid leave in terms of subclause (2), he shall be paid leave pay pro rata to the number of shifts worked or, at his request, be furnished with a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for leave purposes. In such case, the employee shall receive the voucher at the same time as he leaves the employer's service and the employer shall immediately forward to the Secretary of the Regional Council for the area in which the employee was engaged the money equivalent of the leave to which the employee is so entitled, computed as provided for in subclause (1), less any deduction required by law for income tax.

(5) If an employee dies or is, in the course of his work, incapacitated to such an extent that he cannot continue working at his trade, the amount which is due in respect of leave pay shall be payable to his estate or to him, as the case may be.

(6) (a) After the lapse of not less than 49 weeks, reckoned from the date upon which the period of employment covered by the voucher commenced, any employee who has been furnished with a voucher in terms of subclause (4) and who is no longer employed in the Industry shall be entitled, subject to paragraph (b), on presenting the voucher to the Council in the region of origin, to payment of any unpaid balance standing to his credit in the books of the Council.

(b) Any voucher issued to an employee in terms of subclause (4) shall be valid for a period of two years from the date of the last shift worked by such employee, and amounts standing to the credit of an employee in the books of the Council shall, on the expiry of such period, accrue to the Council. Amounts so accruing to the Council shall be credited to a Fund designated 'The Trust Fund Advances Fund' from which the Council in its absolute discretion may –

(i) advance to employees the money equivalent of the paid leave entitlement forwardable to the Council in terms of subclause (4) and/or the money equivalent of the leave bonus entitlement forwardable, as the case may be, or

(ii) pay to employees in whole or in part wages and/or earnings and/or the money equivalent of any paid leave and/or leave bonus entitlement in cases where such moneys or part thereof would otherwise be lost to employees by reason of the insolvency or liquidation of any employer: provided that -

(aa) any amounts accruing to the Council in terms of paragraph (b) which the Council may regard as being in excess of a sufficient reserve in the Trust Fund Advances Fund may accrue to the Council funds, but shall not accrue to the Trust Fund advances Fund or to

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the Council funds until the lapse of a further period of six months after the expiry of the two-year period, and any valid claims presented during such six-month period shall be paid by the Council;

(ab) the Council shall consider any claim that may be made by any employee after the expiry of such six-month period, and may in its discretion make an ex gratia payment from the Trust Fund Advances Fund (or from such amounts accrued to Council funds in the event of the depletion of the Trust Fund Advances Fund) to such employee.

(7) Except as otherwise provided herein employment for the purposes of this clause shall be deemed to commence from the date on which an employee enters the employer's service or the date on which he last became entitled to the paid leave, whichever is the later: Provided that an employee shall not be entitled to claim as employment more than –

(a) eight months in respect of a first period of 24 months or longer;
(b) six months in respect of a first period of 18 months, or
(c) four months in respect of a first period of 12 months, and
(d) 30 days in respect of any subsequent period of such service.

(8) The Council may make reciprocal arrangements with any other industry for the interchange of leave pay vouchers to the benefit of employees leaving the Industry.

13. UNPAID LEAVE AT TIME OF CONFINEMENT

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

14. ADDITIONAL LEAVE PAY

(1) Subject to subclause (3), an employee qualifying after the date of coming into operation of this Agreement for his fourth or subsequent consecutive paid leave deriving from continuous employment with the same employer, including service as an Apprentice, as provided for in terms of sub-clause 12(2) of this Agreement, shall, at that date and on the same date each year thereafter, whilst in the employ of the same employer, at the option of the employee be entitled to an extra week's paid leave which shall be taken as leave at the employer's convenience: provided that by mutual arrangement between the employer and the employee -

(a) the paid leave referred to in sub-clause 12(2) of this Agreement may be extended by an extra week; or

(b) the extra week's paid leave may be deferred from the year of qualification and accumulated by the employee until he qualifies for three such weeks' paid leave; or

(c) the extra week's leave may be encashed.

(2) If the employer and the employee agree as provided for in subclause (1)(b) and the employee has qualified for three extra weeks' paid leave (hereinafter referred to as "the accumulated paid leave"), the employer shall grant and the employee shall take the accumulated paid leave when he is granted and takes the paid leave provided for in subclause 12(2) of this Agreement, unless the employer and the employee agree to the accumulated paid leave being taken at a different time, in which case the employer shall

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enable the employee to take the accumulated paid leave in the period before he next qualifies for paid leave. Should the employee fail to take the accumulated paid leave within such period, the employer shall, when the employee proceeds on his next paid leave, in terms of sub-clause 12(2), pay to the employee the equivalent value of the accumulated leave, whereupon the employee's entitlement to the accumulated leave shall cease.

(3) If an employee qualifying for his fourth paid leave in terms of subclause (1) was in the employ of the employer concerned for only part of the qualifying period for the first paid leave, he shall be entitled to a proportion of the extra week's paid leave or the equivalent value thereof pro rata to the leave qualification completed with that employer in respect of the first paid leave. On qualification for any subsequent consecutive paid leave the provisions of subclause (1) and (2) shall mutatis mutandis apply.

(4) When the employment of an employee who has become entitled to but has not yet received the equivalent value of the additional paid leave provided for in this clause is terminated, he shall be paid for such extra paid leave as he has qualified for and not received: Provided that when the employment of such an employee is terminated during his fourth or subsequent consecutive years of continuous employment with the same employer, he shall be paid the additional leave pay pro rata to the number of shifts worked subject to the provisions of (3) above".

15. LEAVE ENHANCEMENT PAY

For the purposes of this clause –

'Leave Qualification' shall be the qualification for the paid leave prescribed in clause 12 of this Agreement, and the expression "leave cycles' shall have a similar meaning.

'Staggered Leave' means a Company level arrangement in terms of which leave qualification is determined by date of employment of every individual employee;

'L.E.P.' means Leave Enhancement Pay;

(1) Every employee shall be entitled under this Agreement to L.E.P. calculated at 8.33% of the actual hourly rate applicable on the date on which the employee proceeds on leave. Provided that in the case of an employee who terminates his services or whose employment is terminated by the employer, the leave bonus shall be calculated at 8.33% of the actual rate applicable on the date of such termination of employment.

(2) Whenever an employee to whom this sub-clause applies qualifies for and takes his paid leave after the date of coming into operation of this Agreement, he shall at the same time be paid leave enhancement pay pro rata from the date of engagement in the case of an employee qualifying for his first period of paid leave in the service of an employer.

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(3) Whenever the employment of an employee terminates before he becomes entitled to paid leave, the employee shall be paid leave enhancement pay, proportionate to the number of shifts credited to him for leave purposes or, at his request, he shall be credited with a share of the leave enhancement pay calculated in the same manner.

(4) (a) No leave enhancement pay shall be credited for periods of employment which in terms of clause 12(2)(a)(i) and (ii) of this Part of the Agreement do not count towards the paid leave.

(b)Shifts or periods of absence which count for leave purposes in terms of clause 12(2)(a)(ii) of this Agreement shall be included in the calculation of the bonus due.

(5) Every employer in the industry is required to make an adequate monthly financial provision for the payment of employees leave enhancement pay. The parties to this Agreement regard full compliance with this provision as being of particular importance.

(6) An employer may enter into an arrangement with the Bargaining Council to transfer the employees' monthly leave enhancement pay entitlement to the Bargaining Council for collection, safekeeping and distribution to the affected employees when due, in terms of this clause.

(7) Monthly Contribution Scheme.

(a) As from 1 January 2021 employers in the industry shall, on a voluntary basis, be entitled to submit to the Council a monthly contribution towards the annual L.E.P. entitlements of their employees;

(b) Whilst the provisions of this Clause provide for contributions in respect of the annual L.E.P. entitlements of employees, nothing herein contained shall preclude employers from making similar monthly contributions towards the employees annual leave pay entitlement.

(c) The Council's monthly L.E.P. collection scheme, as referred to in (a) above, shall be available in respect of all scheduled and unscheduled employees for whom the employer makes such monthly L.E.P. contributions. All employees for whom contributions are paid over to the Council must be identified by name, I.D. number and the bank account number of the employee;

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(d) For purposes of sub-clauses (b) and (c) hereof the Council shall establish a L.E.P. fund into which all contributions received from employers will be deposited. Whilst participation in the Council'' monthly contribution scheme will be the employers' discretion, continued participation shall be compulsory once contributions commence in respect of the particular year in which contributions are made;

(e) The employer may elect to discontinue participation in the Council's monthly contribution scheme in a specific year only after all employees on whose behalf the employer had paid over L.E.P. contributions qualified for and received their annual LE.P. entitlements.

(f) Any interest earned in the L.E.P. fund account resultant from the monthly contributions shall accrue to the Council and will be transferred to the Council's general account for its disposal.

(g) Should any firm contributing on a monthly basis to the Council L.E.P. scheme be placed under provisional Liquidation the Council shall, provided it is made aware thereof, inform the liquidator of the monies standing to the L.E.P. credits of all affected employees;

(h) Due to administrative costs the Council will not pursue the failure by an employer to make the monthly contributions;

(i) The Council shall, when so requested by the employer at the time of qualification for L.E.P., pay over to the employer or into the individual employees' bank accounts the contributions paid over by the employer to the Council as L.E.P. monies. The Council shall not accept responsibility for any shortfall in employee L.E.P. entitlements at qualification dates and its responsibility will be for payment of contributions made.

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(j) Complaints lodged by employees alleging short payment of L.E.P. monies shall be treated as a contravention of a Collective Agreement of the Council. Should the Council investigation identify deliberate underpayments, the Council reserves the right to charge the employer a fee for services rendered.

(k) The date/s on which such L.E.P. monies become payable by the Council shall be determined by the employer subject to a 30-day notice period. Where employment terminates prior to employee's qualification for paid leave and L.E.P., the employer shall be required to make such pro-rata payments and reclaim such monies from the Council.

(l) The manner in which the Council shall transfer the employees' entitlements shall either be by direct transfer into the employers or employees' bank account or alternatively, by a bank guaranteed cheque. For purposes hereof the Council shall be guided by the employer's request.

(m) The Council shall deem employers who do not wish to participate in the Council's L.E.P. monthly contribution scheme as financially capable of meeting their obligations in this regard.

16. SPECIAL PROVISIONS RELATING TO EMPLOYEES TRANSFERRED TO UNSCHEDULED OCCUPATIONS

Notwithstanding the provisions of clauses 12 and 15 of this Agreement, an employee whose conditions of employment cease to be regulated by this Agreement owing to promotion or change in occupation to an occupation not provided for in this Agreement, shall be entitled to leave pay and leave bonus calculated in accordance with the provisions of clauses 12 and 15 of this Agreement, which shall be paid to him on termination of employment, or the date when he next proceeds on leave, or the date on which he would have been entitled to go on leave had this Agreement continued to regulate his conditions of employment, whichever is the earlier date.

17. PAID SICK LEAVE

Note:
In terms of the Basic Conditions of Employment Act, 1997, the paid sick leave provisions of the Lift Engineering Agreement must be amended to meet the minimum requirements of the sick leave provisions contained in clause 22 of that Act. Clause 17 of the Lift Engineering Agreement has therefore been amended and the amended sick leave provisions take effect from 1 June 2000. The most

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significant amendment provides for an employee's sick leave to be calculated over a three-year sick leave cycle. The old agreement specified a one-year cycle from January to December each year.

The sick leave entitlement has changed from 10 working days in a one-year cycle to 30 working days in a three-year cycle. Subclause 17(12) deals with the transition period between the end of the old sick leave cycle on 31 December 1999 and the commencement of the new cycle on 1 June 2000.

(1) Subject to the transitional provisions of sub-clause 17(12), with effect from 1 June 2000 "sick leave cycle" in this clause means the period of 36 months' employment with the same employer, immediately following –

(a) an employee's commencement of employment; or

(b) the completion of that employee's prior sick leave cycle.

(2) Subject to the transitional provisions of sub-clause 17(12), whenever an employee is absent from work through sickness or injury (other than sickness or injury caused by his or her own misconduct) the employer shall grant, at the commencement of every sick leave cycle, the following amount of paid sick leave:
30 working days (in the case of an employee working a five-day week).

(3) During the first six months of employment with an employer, an employee will be entitled to one working day's paid sick leave in respect of each 26 days worked.

(4) The employee's entitlement to sick leave is reduced by the number of days' sick leave taken in terms of subclause (3) above.

(5) An employer must pay the employee for each day of absence, as provided for above, on the employee's usual payday an amount equivalent to what the employee would have received had he or she worked the ordinary hours of the shift for that day of the week.

(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.

(8) If it is not reasonably practical for an employee who lives on the employer's premises to obtain a medical certificate, the employer may not withhold payment in

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terms of subclause (6) unless the employer provides reasonable assistance to the employee to obtain the certificate.

(9) Where an employer is by law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees in respect of any sickness or injury referred to in this clause, the amount so paid may be set off against the payment for sick leave due in terms of this clause.

(10) An employer, who is of a reasonable belief that an employee's absence from work resulting from an injury on duty will be compensable in terms of the Compensation for Occupational Injuries and Diseases Act 1993, must pay the employee 75% of his or her ordinary hourly rate for the period of the absence up to a maximum period of three months from the date of the accident. The employer shall recover this payment from the Compensation Commissioner.

(11) An employee is not entitled to pay sick leave-
(a) during periods of absence from work for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act 1993;

(b) on a paid public holiday as specified in this Agreement;

(c) during a period of annual leave in terms of this Agreement;

(d) in respect of periods during which the employee was absent due to the working of short time or during periods of lay-off; or
(e) during any other period of authorised absence.

(12) Transitional Provisions applicable to employees employed prior to 1 June 2000 who continue in the employment of the same employer after 1 June 2000:

(a) On 1 June 2000 an employee who has been in the employ of the same employer during the preceding 5 months shall be entitled to 34 days' sick leave over the transitional sick leave cycle commencing 1 January 2000 to 31 May 2003.

(b) On 1 June 2000 an employee who commenced employment with the same employer after 1 January 2000 shall be entitled to a period of sick leave amounting in total to the sum of 30 days plus 1 day for each completed period of 26 days worked from date of engagement to 31 May 2000. This entitlement shall be in respect of the transitional sick leave cycle commencing from date of employment to 31 May 2003.

(13) The employer and trade union parties agree that they will recognise traditional healers for paid sick leave purposes, in terms of this Agreement, provided that an appropriate regulatory body is created by the Government similar to that of the Health Professionals Council.

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CLAUSE 17A: FAMILY RESPONSIBILITY LEAVE

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

(1) This clause applies to an employee who has been in the employ of the same employer for longer than four months and who works for at least four days a week for that employer.

(2) An employer must, at the request of the employee, grant the employee three days' paid leave during each annual leave cycle, which the employee is entitled to take-

(a) when the employee's child is born;
(b) when the employee's child is sick; or
(c) when the employee's spouse is sick, or
(d) in the event of the death of-
    (i) the employee's spouse or life partner; or
    (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

(3) Subject to sub-clause (5), an employer must pay an employee for a day's family responsibility leave-

(a) the wage the employee would ordinarily have received for work on that day; and
(b) on the employee's usual pay day.

(4) An employee may take family responsibility leave in respect of the whole or a part of a day.

(5) Before paying an employee for this leave, an employer may require reasonable proof of the event contemplated in (2) above for which the leave was required. For purposes of administrative control an employer may maintain a register detailing the identity of all qualifying dependents in respect of which this provision may operate and all employees will be required to provide the requisite information to the employer, where so requested.

(6) An employee's unused entitlement to leave in terms of this clause accrues to a maximum of nine days paid leave over a three-year period of employment. This accrued leave may be used in the event of the death of any of the persons detailed in (2) above".

18. INJURY ON DUTY ALLOWANCE

Payment in respect of injury on duty

(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 clause 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 clause 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."

19. ALLOWANCES

(1) *Travelling:* Where work is done away from the employer's establishment or the employee's working place, necessitating travelling, the employee sent to do such work shall be reimbursed with the amount expended by him in travelling to and from the job: Provided that –

(a) where an employee is requested to use his own transport, he shall be compensated at the current Automobile Association rate per kilometre as specified from time to time and the sum of the following criteria shall apply:

Purchase value of vehicle up to a maximum of R50 000;
Petrol cost: 1 500 - 1 800 cc;
Maintenance cost: 1 500 - 1 800 cc;
Distance travelled per annum: 25 000km;

(b) prior authority to use his own transport has been obtained from the employer;

(c) anyone using his own transport in terms of this Agreement shall insure himself against all third party risks in addition to the compulsory third party insurance risks, and also ensure that this additional policy contains a clause indemnifying the employer in the event of any such claim; and

(d) where the employee, using his own transport, is required to convey tools and equipment that are the property of his employer and have a mass in excess of 25 kg, he shall be compensated at a rate calculated at one and a half times the rate provided in paragraph (a).

(2) The employer shall be entitled to provide suitable transport both ways in lieu of that provided for in subclause (1).

(a) *Employees reporting to an employer's depot or office:* Such employees, where the shortest traveling distance to the job exceeds 8km, shall be reimbursed in terms of this Agreement.

(b) *Construction and repair work:* Employees involved in journeys to site, where the distance by the shortest traveling route from the town hall nearest to the local depot or office of the employer exceeds 8km, shall be reimbursed in terms of this Agreement.

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(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 R313.85 per day shall be payable.

(4) *Out-of-pocket expenses:* Employers shall pay an amount of R45.08 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 R40.50 per day shall be reimbursed upon presentation of receipts.

(5) *Dirt allowance:* A dirt allowance of R33.34 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 mordenization 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 clause 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 R0.77c per hour, including overtime.

(7) *Underground allowance:* An allowance of R82.46 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) *Payment of allowances:* The employer shall pay to any employee, entitled to the above allowances, such allowances together with the employee's ordinary remuneration.

20. UNAUTHORISED EMPLOYMENT

Notwithstanding anything to the contrary in this Agreement, no provision which prohibits the engagement or employment of an employee on any class of work or on any conditions shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observe had such engagement or employment not been prohibited, and the employer shall continue to pay such remuneration and observe such conditions as if such engagement or employment had not been prohibited.

21. OUTWORK AND HIRE OF LABOUR

(1) Subject to the provisions of clause 198 of the Act

(a) no employer shall require or allow an employee to undertake any class of work covered by this Agreement elsewhere than in his establishment, except where such work is in execution or completion of any order placed with that employer, and no employer shall require or
allow any employee of any other employer to undertake on his behalf any class of work covered by this Agreement, except where such work is in execution or completion of an order placed by that employer with the other employer; and

(b) no employee shall solicit or take orders for or undertake any class of work covered by this Agreement, for sale and/or gain, either on his own account or on behalf of any other person or firm, whilst he is in the employ of any employer engaged in the Industry.

(2) Every employer undertaking to execute or complete any work in any Region other than the Region in which his establishment is registered with the Council shall notify the nature and place of work in writing to the Regional Council for the area in which the work is done within seven days of the commencement of such work and shall maintain at such place of work a register of the hours worked by all employees and their remuneration in respect thereof.

22. EMPLOYMENT OF JUVENILES AND ISSUE OF CERTIFICATES, ETC

(1) No employer shall employ a juvenile in terms of this Agreement without obtaining the prior approval of the Council and a certificate from the Council in such form as it may specify.

(2) Any permission given in terms of subclause (1) may be withdrawn by the Council for any good and sufficient reason it deems fit and on receipt of notification from the Council the employer shall forthwith dispense with the services of the juvenile to whom the notification refers or, as the case may be, retain the juvenile's service at the full rate specified for the class of work performed.

(3) When permission is withdrawn in terms of subclause (2), the employer shall forthwith return the certificate to the Council for cancellation.

(4) No employer shall, as from the date of coming into operation of this Agreement, any person on work classified as Category 1 of this Agreement, other than an Apprentice, trainee or a learner in terms of the Skills Development Act, 1998, or an employee who has completed an Apprenticeship contract in terms of the Manpower Training Act, 1981, or an employee in possession of a certificate issued or recognised by the Council which enables such an employee to be employed as a Journeyman on any of the classes of work specified as Category 1 of this

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Agreement.

23. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE

No employer shall employ any person under the age of 15 years.

24. WORKING PARTNERS

All working employers and/or working partners who are employers in the Industry shall observe the hours of work prescribed for employees in this Agreement.

25. EXEMPTIONS

1. General

(a) Any person bound by this Agreement may apply for exemption.

(b) The authority of the Council is to consider applications for exemptions and grant exemptions.

(c) Where additional and/or outstanding information is requested in respect of an exemption application and such information is not received within a period of 90 days the applicant will be informed that the application will lapse.

2. Fundamental principles for consideration

(a) All applications must be in writing and fully motivated and sent to the Regional Office of the Council for the area in which the applicant is located.

(b) In scrutinising an application for exemption the Council will consider the views expressed by the employer and the workforce, together with any other representations received in relation to that application.

(c) The employer must consult with the workforce, through a trade union representative or, where no trade union is involved, with the workforce itself, and must include the views expressed by the workforce in the application.

Where the views of the workforce differ from that of the employer, the reasons for the views expressed must be submitted with the application.
Where an agreement between the employer and the workforce is reached, the signed written agreement must accompany the application.

(d) The exemption shall not contain terms that would have an unreasonably detrimental effect on the fair, equitable and uniform application of this Agreement in the Industry.

(e) Wage and wage related exemptions shall not generally be granted beyond the

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expiration of the Agreement provided that the Council may at its discretion and on good cause shown agree to a longer period (but not an indefinite period).

(f) Applications for exemptions involving monetary issues may not be granted retrospectively.

(g) An application for exemption shall not be considered if the contents of the application are covered by an arbitration award binding the applicant.

3. Urgent applications

(a) In cases of urgent applications, details may be faxed or delivered to the Council in the region where the applicant is located.

(b) The Council or Chairperson and Vice Chairperson will consider the application, make a decision and communicate that decision to the applicant without delay.

(c) The applicant is expected to put forward a substantive explanation as to the urgency of the application.

4. Process

(a) The Council shall issue to every person to whom exemption has been granted an exemption license, setting out the following:

(i) the full name of the person or enterprise concerned;
(ii) the provisions of this Agreement from which the exemption has been granted;
(iii) the conditions subject to which exemption is granted;
(iv) the period of the exemption;
(v) the date from which the exemption shall operate; and
(vi) the area in which the exemption applies.

(b) The Council shall ensure that –
(i) all exemption licences issued are numbered consecutively;
(ii) an original copy of each licence is retained by the Council;
(iii) a copy of the exemption licence is sent to the applicant.

(c) Unless otherwise specified in the licence of exemption, any exemption from this Agreement shall be valid only in the region of the Council in which the application was made.

(d) The Council may withdraw the exemption at its discretion.

5. Appeals

(a) An Independent body, referred to as the Independent Exemptions Appeal Board (the Board) shall be appointed and shall consider any appeal against an exemption granted or refused by the Council, or a withdrawal of an exemption in respect of parties and non-parties.

(b) The Council Secretary will, on receipt of an appeal against a decision of the Council, submit it to the Independent Exemptions Appeal Board for consideration and finalisation.

(c) In considering an appeal the Board shall consider the recommendations of the Council and any further submissions by the employers or employees shall take into account the criteria set out above and also any other representations received in relation to the application.
(d) Should the appeal be successful an exemption licence shall be issued.

26. EXHIBITION OF AGREEMENT

Every employer shall obtain, and on request from any employee, make available for perusal a legible copy of this Agreement plus all subsequent amendments thereof, in a format approved by or acceptable to the Council.

27. ADMINISTRATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Agreement.

28. AGENTS

(1) The Council shall appoint one or more specified persons as Agents to assist in giving effect to the terms of this Agreement. For the purpose of enforcing or monitoring compliance with this agreement, as the case may be, an Agent of the Council shall have the right to enter and inspect the premises, examine records and question the employer and/or his employees in any manner that he deems appropriate: Provided that such rights be exercised only as is reasonably required for the purpose of enforcement of, or monitoring compliance with the Agreement.

(2) After each inspection of an employer's records and operations the agent shall prepare a report for the attention of the employer, worker representatives and, in the case of an individual complainant, the complainant concerned, confirming the date and time of the inspection and, if any contraventions of the Agreement were identified, a summary of the contraventions and the action that management is required to take to rectify the contraventions. Any disclosure of information shall comply with the provisions of the Act.

(3) A designated agent shall have the powers set out in clauses 33 and 33A of the Act and in Schedule 10 of the Act.

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29. PROHIBITION OF CESSION AND/OR SET-OFF

(1) No claim whatever by any employee against the Council shall be capable of being ceded and no purported cession thereof shall be binding upon the Council.

(2) Set-off shall not operate and is expressly excluded as between any amounts payable to an employee as referred to in clause 7 and any amount payable by such employee, the deduction of which is prohibited by that clause; and this provision shall be deemed to be a term of every contract of employment between employer and employee.

30. TERMINATION OF EMPLOYMENT

(1) A contract of employment terminable at the instance of the employer or the employee may be terminated only on notice of not less than-

(a) one week, if the employee has been employed for six months or less;

(b) two weeks, if the employee has been employed for more than six months.

(2) The provisions of subclause 1 above shall not affect –

(a) the right of an employer or employee to terminate a contract of service without notice for any good cause, recognised by law as sufficient;

(b) Any agreement between an employer and employee providing for a longer period of notice than the periods referred to in subclause 1(a) or (b) above.

(3) Notwithstanding the provisions of subclause (1) above, an employer may pay to an employee wages for and in lieu of the prescribed or agreed period of notice.

(4) Whenever the contract of service is terminable by the notice period referred to in subclause 1(a) or (b) or 2(b) above and the employee fails to give notice or to work such notice period, the employer may deduct pay in lieu of such notice period in the establishment concerned.

(5) For the purpose of this clause, "week" shall be a week consisting of the ordinary hours of work as referred to in Clause 4(1) of this Agreement. Notice must be given on the first day at the commencement of the working week for the employee.

(6) The termination of employment by an employer on notice in terms of this Agreement does not prevent the employee challenging the fairness or lawfulness of the termination or dismissal.

(7) The services of an employee shall not be terminated only on the grounds that the employee is HIV positive (Human Immunodeficiency Virus)."

31. TERMINATION OF EMPLOYMENT OWING TO PREGNANCY,

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MATERNITY LEAVE OR LEAVE IN RESPECT OF THE ADOPTION OF A 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 Leave

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	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;

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(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

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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.

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(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 clause 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 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.

(v) 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 .....20 .....

Employer .....

Employee .....

Witness .....

32. CERTIFICATE OF SERVICE

Every employer shall provide each employee on the termination of his employment with a certificate of service showing full names of the employer and employee, the nature of the employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination, and the employer shall forward a copy of such certificate of service to the Regional Council concerned: provided that where in this Agreement the wage of any employee is determined by length of service it shall be incumbent on the employee to produce a certificate of service to his new employer on change of employment in order to become entitled to remuneration prescribed for length of service.

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33. TECHNOLOGICAL CHANGES AND WORK RE-ORGANISATION

(1) For the purpose of this clause technological change means the introduction by the employer of manufacturing equipment substantially different in nature or type from that previously utilised by the establishment or of substantial modifications to present manufacturing equipment.

(2) *Notification*

(a) The employer shall notify the union of any such technological change not less than ninety days prior to the implementation date of such change.
This notice shall be given in writing and shall contain relevant information including:-

(i) the nature of the change;
(ii) The approximate date on which the employer proposes to effect the change;
(iii) The employees likely to be affected by the change;
(iv) The anticipated effect of the change on employees working conditions and terms of employment; and
(v) any other relevant information relating to the anticipated effects on employees including the change in skills.

(b) The employer shall update the information provided, on a continuous basis, as soon as new developments arise or if any modifications are made.

(3) Where the introduction of such new manufacturing equipment or modifications to present manufacturing equipment may result in retrenchments or redundancies the security of employment provisions of this agreement (clause 34) shall be observed.

(4) *Work Re-organisation*

Where an employer intends introducing major work re-organisation which will substantially and materially affect the work of employees, the employer shall consult in an endeavour to reach agreement with representatives of the trade unions represented at the establishment and any employee representative body to discuss the implications of the work re-organisation including:

- the need to re-train employees affected by such work re-organisation; and
- any possible impact on the health, safety and work environment of the affected employees.

(5) The employer shall notify the union of any such work re-organisation not less than 30 days prior to the implementation of such change.

(6) Where the introduction of work re-organisation may result in retrenchments or redundancies, the security of employment provisions of this agreement (clause 34) shall be observed.

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(7) *Technological changes and work organisation:*

Ergonomic committee - an ergonomic committee shall be established at plant level, comprising representative trade union(s), any employee representative body and a designated management representative or representatives. This Committee shall be given the power to review the ergonomic implications of the technological changes and take decisions in relation to how workers interact with all aspects of their work environment, including the task, tools and equipment used, and work organisation. In an event where an agreement cannot be reached, the provisions of the industry dispute resolution procedure shall be applicable. This shall not prevent management from implementing the proposed changes. This Committee shall also consult in an endeavour to reach agreement on the following issues:

(a) The training or retraining of employees whose jobs are adversely affected or who may be displaced from their jobs as a result of the technological change and/or work reorganisation,

(b) The impact on the health and safety and work environment of workers as a consequence of such technological change.

(8) *Outsourcing and insourcing:*

(a) Notification - where an employer intends to outsource or insource a part of the enterprise's activities he shall notify the regional council and the trade unions representing the affected employees not less than 42 days prior to the implementing date of this outsourcing or insourcing. This notice shall be given in writing and shall contain the following information:
   (i) the proposed date of outsourcing and/or insourcing;
   (ii) the reason(s) for the outsourcing or insourcing; and
   (iii) any other relevant information relating to the such outsourcing or insourcing.

(b) Retrenchments or redundancies - where the introduction of the outsourcing or insourcing will result in retrenchments or redundancies, the security of employment provisions of clause 34 shall be observed.

34. SECURITY OF EMPLOYMENT AND SEVERANCE PAYMENT

For the purposes of this clause, notwithstanding the definition of "employee" in clause 3, "employee" includes persons employed in operative, production or manufacturing processes not scheduled in this Agreement.

1) *Basic objectives:*

(a) The basic objectives of this clause shall be -
   (i) to further the protection of the rights of employees in cases of -
      (aa) reduction in basic conditions of employment;
      (ab) unfair dismissal from employment;
      (ac) discrimination in terms of re-engagement and promotion opportunities and procedures; and diminution of employment opportunities;
   (ii) to further the protection of the rights and procedures of employers and

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management's to -

(aa) maintain discipline within the total labour force;

(ab) retrench employees where economic conditions or other factors occasion such a step; and

(ac) promote and recruit on merit;

(iii) to -

(aa) provide equal employment opportunities for all groups of workers;

(ab) ensure orderly change where change can take place;

(ac) obviate friction between persons in matters of promotion and employment;

(ad) ensure consultation between employers and worker representatives regarding this clause;

(ae) establish training and retraining procedures; and

(iv) to provide the necessary machinery to achieve the objectives set out in subclause (1)(a)(i) to (iii).

(b) This clause provides for the employment security of existing incumbents of jobs and for their training and/or retraining and shall apply to such persons who are in the employment of the employer in the Industry on the date of coming into operation of this Agreement.

(c) Notwithstanding subclause (1)(b), the provisions of this clause shall apply to –

(i) persons who, while not currently employed in the Industry, have had not less than six months, experience in the Industry during the 12 months prior to the date of coming into operation of this clause;

(ii) unemployed persons who, in terms of the Unemployment Insurance Act, 1966, received unemployment benefits during the 12-month prior to the coming into operation of this clause and who qualified for such benefits as a result of employment in the Industry and who immediately prior to becoming unemployed were employed in the Industry;

(iii) additional employees engaged after the coming into operation of this clause, to whom the provisions of subclauses (5),(6) and (7) shall mutatis mutandis apply after such engagement; and

(iv) such other persons as the Council may determine from time to time.

(2) *Security of employment*

(a) No employer shall determine the employment of or promote an employee to a higher rated work category unless he has complied with the provisions of this clause.

(b) Employers in the Industry shall provide employees with security of employment

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conditions relating to their particular work category at the date of coming into operation of this clause and for the duration of this Agreement, subject to compliance with –

(i) the normal requirements of disciplinary procedures; and

(ii) provisions regarding the retrenchment of employees owing to shortage of work or other circumstances in the establishment, subject to subclause (3) and (4) hereof.

(3) *Retrenchment of employees*

(a) If there are lay-offs and/or retrenchments of employees on account of shortage of work or other circumstances in the establishment, the employer shall, not later than seven days after the date of retrenchment, notify the Council in writing of –

(i) the number of employees retrenched;
(ii) the effective date of the retrenchments;
(iii) the occupational categories scheduled in the Agreement of the employees retrenched;
(iv) the basis of identifying employees retrenched; and
(v) the specific reason for retrenching the employees.

(b) The procedure to be followed in the event of lay-offs, relocation or closure of an establishment, retrenchments, redundancies and the operation of limited-duration contracts of employment shall be as provided for in Annexure A to this Agreement.

(c) Where non-observance of the procedure under Annexure A to this Agreement gives rise to a dispute, such dispute shall be regarded as an alleged unfair dismissal dispute and may be dealt with by the Bargaining Council and, if necessary, the Labour Court in terms of clause 191 of the Labour Relations Act, 1995.

(4) *Severance payment*

(a) In the case of retrenchment an employer shall pay to each employee who is retrenched, in addition to any other amounts to which he is entitled in terms of this Agreement on termination of service, a severance payment of a minimum of one week's wages, together with the following:

(i) pro-rata allowance(s) where applicable;
(ii) pro-rata leave and leave enhancement pay; and
(iii) an amount equal to the weekly employer contribution to any applicable benefit funds of which the employee was a member at time of retrenchment In respect of each completed years' service with the same employer.

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Subject to the proviso that an employee who has more than six months service but less than a
completed years' service shall receive a severance payment equal to one week's remuneration.

(b) Employees shall be entitled to the following additional ex-gratia payments:

- **An employee with between five to ten completed years' service with the same employer: One week's ex gratia payment;**
- **An employee with between eleven to fifteen completed years' service with the same employer: two weeks ex-gratia payment; and**
- **An employee with sixteen or more completed years service with the same employer: three weeks ex gratia payment".**

(c) An employer who is retrenching as a consequence of financial difficulties and who is unable to comply with the ex gratia payment may make direct application to the independent Exemptions Appeal Board for exemption. Such exemption application must be supported by appropriate financial statements showing sufficient financial hardship to warrant the exemption sought".

(5) *Re-employment of retrenched employees*

Where an employer has retrenched employees he shall, if he subsequently engages additional employees, as far as is practicable give preference to the re-engagement of those employees who were retrenched from his establishment and thereafter to other employees who have been retrenched in the Industry who are qualified and available to undertake the categories of work required by the employer.

(6) *Promotion, training and/or retraining*

(a)(i) Where promotion opportunities occur within the establishment of an employer, the employer shall specify the requirements of candidates for promotion in terms of –

(aa) educational or other qualifications;
(ab) training and/or retraining; and
(ac) experience and/or related experience.
(ii) The employer shall, on request, furnish this information to the Council.
(iii) The employer shall be free, subject to the provisions of subclause (7) hereof, to promote on the basis of merit any employees from among those of his employees who meet the requirements specified for the job.

(b) The employer, in offering training and retraining facilities, shall ensure that this is done on an orderly basis, and the person selected for training and/or retraining shall be placed in a job category immediately above that in which he was employed, subject to the provisions of clause 23 of the Agreement: Provided that if there are vacancies in a higher category of work he may be promoted and trained or retrained in such higher category, providing the persons employed in intermediate categories have been

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consulted and are unwilling to accept such training and/or retraining.

(c) If an employee is offered training and/or retraining facilities in the field of his employment by his employer and he refuses them, the provisions of this sub-clause shall be deemed not to apply to the employee concerned.

(d) Employers shall at all times ensure an orderly promotional progression of employees into the higher-rated categories of work.

(e) Training and retraining shall include in-plant training in the establishment, institutional training in organisations or arrangements approved by the Council.

(d) Employers shall submit monthly to the Council details of all persons employed in terms of this subclause in such form as the Council may determine.

(7) *Joint consultation*

In order to facilitate the implementation of the provisions contained in this clause, joint consultative machinery shall be established, which shall operate at the level of the employer's establishment or department or clause thereof, as may be determined by the employer. there shall be representatives of the employer and representatives of the affected trade unions party to the Agreement (either through their shop stewards or accredited representatives of the trade unions concerned) and of the employees concerned and representatives of those employees engaged in the works and/or co-ordinating works committees and/or liaison and/or co-ordinating liaison committees relating to the establishment, or department or clause thereof. The size, composing and procedures of the joint consultative machinery shall be determined in accordance with the requirements of the parties thereto, but the size shall at all times, unless otherwise agreed, ensure equal participation of the employer and all the other interested parties referred to above.

The employer shall keep a written record of the discussions and decisions of the joint consultative body. Such record shall clearly reflect the interested parties consulted the names of the persons representing the interested parties, each proposal made and the decision arrived at in respect of each proposal.
Each such record shall be retained for a period of at least 12 months from the date of the final decision made and shall be available for inspection at all times.

(8) *Administration*

(a) Should a disagreement arise relating to the application and/or interpretation of the provisions of this clause, the aggrieved party/parties shall, within 14 days of the disagreement arising, be entitled to refer the matter to the Regional Council of the area concerned. The Regional Council shall forthwith, and not later than 30 days, cause an investigation to be made into the facts and if, in its view, there has been a contravention of the objectives of this clause it shall call upon the offending party/parties within such period to remedy the contravention.

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(b) Any decision of the Regional Council that is served on the party/parties shall be final and binding and the said party/parties shall comply herewith. Should the Regional Council and/or delegated committees fail to determine the matter constituting the disagreement within 30 days of receipt or of such extended period as the Regional Council may determine, either of the aggrieved parties may invoke arbitration and the award of the appointed arbitrator(s) shall be final and binding and shall be observed by the party/parties. arbitration shall be within the terms and provisions of the Council's Constitution: Provided that nothing therein contained shall preclude the Council from appointing a person/persons who shall, for the purposes of this clause, act as standing arbitrator(s) for the time being.

(c) For the purposes of dealing expeditiously with the matters contained in this clause, Regional Councils are hereby empowered to establish (a) committee(s) consisting of employer and employee representatives and to delegate such specific powers as deemed necessary to such committee(s). Such committee(s) shall dispose of all matters referred to it/them within 30 days unless it/they agree to an extension, when the provisions of subclause (8)(b) shall mutatis mutandis apply.

(9) *Funding and methods of training*

(a) The parties shall establish a joint training and retraining scheme which shall be financed from levies imposed by a collective agreement for the purpose of training and retraining persons to whom this clause applies. The Bargaining Council shall stipulate the registration provisions relating to any joint training and retraining scheme and its administration, the relevant information which may be called for in regard thereto, including the rendition of returns in such form as may be required and the training and retraining standards to be set and the issue of certificates in respect of such work categories as it may determine and any other matters having relevance thereto, whether or not such training and retraining is conducted on an in-plant or other basis. The Bargaining Council is authorised to delegate the administration of the financial aspects of any such training and retraining scheme to an existing body performing allied tasks in the training field relative to the group of industries encompassed by this Agreement.

(b) Notwithstanding the provisions of this subclause, the Metal and Engineering Industries Education and Training Fund Agreement published under Government Notice R.653 of 8 May 1998, as amended, or any subsequent agreement shall apply in respect of those classes of employees to which it relates.

(10) *Employment placement services*
The Council shall provide at its Regional Councils employment placement services for persons referred to in subclause (1)(c) hereof.
Employers shall give preference to the employment of persons who have completed military service and who apply to the Council within three months of such completion of service, and to other persons who are available in the work category in which a vacancy exists in the employer's establishment.

(11) *Prohibition*

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Should an employer fail to comply with this clause, or engage in employment practices detrimental to the conduct of good employer/employee relations, the Executive Committee of the Council shall in its absolute discretion require the employer to effect an immediate restoration to the position obtaining in his establishment immediately prior to the date of coming into operation of this clause or such other subsequent date as the Executive Committee may determine.

35. PROCEDURES FOR THE NEGOTIATION OF AGREEMENTS AND SETTLEMENT OF DISPUTES

(1) The Bargaining Council shall within the undertaking, sector, trade or occupation and in the area in respect of which it has been registered, endeavour, by the negotiation of agreements or otherwise, to prevent disputes from arising, and to settle disputes that have arisen or may arise between employers and employers' organisations and employees or trade unions and take such steps as it may think expedient to bring about the regulation or settlement of matters of mutual interest to employers or employers' organisations and employees or trade unions.

(2) For the purposes of complying with the provisions of the Labour Relations Act, 1995, the Council shall follow the procedures set out in the Metal and Engineering Industries Bargaining Council Dispute Resolution Agreement published under Government Notice R836 of 18 August 2006 in Government Gazette No.29122.

36. WAGES

(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	:	R117.26 per hour
Category 2	:	R86.19 per hour
Category 3	:	R54.97 per hour
Category 4	:	R44.69 per hour

(b) **Apprentices**:

First year	:	R41.04 per hour
Second year	:	R46.90 per hour
Third year	:	R58.63 per hour
Fourth year	:	R93.81 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

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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.

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(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.

37. LEVELS OF BARGAINING

(1) Subject to subclause (2)-

(a) the Bargaining Council shall be the sole forum for negotiating matters contained in the Lift Engineering Agreement;

(b) during the currency of the Agreement, no matter contained in the Agreement may be an issue in dispute for the purposes of a strike or lock-out or any conduct in contemplation of a strike or lock-out;

(c) any provision in a collective agreement binding an employer and employees covered by the Council, other than a collective agreement concluded by the Council, that requires an employer or a trade union to bargain collectively in respect of any other matter contained in the Lift Engineering Agreement, is of no force and effect;

(2) Where bargaining arrangements at plant and company level, excluding agreements entered into under the auspices of the Bargaining Council, are in existence, the parties to such arrangements may, by mutual agreement, modify or suspend or terminate such bargaining arrangements in order to comply with subclause (1). In the event of the parties to such arrangements failing to agree to modify or suspend or terminate such arrangements by the date of implementation of the Lift Engineering Agreement, the wage increases on scheduled rates and not on the actual rates shall be applicable to such employers and employees until the parties to such arrangement agree otherwise.

38. RESOLUTION OF DISPUTES

Any dispute about the interpretation, application or enforcement of this Agreement shall be referred to the Council and shall be dealt with in accordance with the provisions contained in the Metal and Engineering Industries Bargaining Council Dispute Resolution Collective Agreement published under G.N. R.836 of 18 August 2006 in Gazette No. 29122.

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39. SCHEDULES

A. LIFT AND/OR ESCALATOR INSTALLATION ON SITE

	Operation	*Job description*	*Category*
A1	Lift Mechanic's work (n.e.s.)		1
A2	Application of enamels and/or paints (n.e.s.)		2

The following operations shall be performed to the instructions and under the effective supervision of a lift mechanic:

A3	Erection of scaffolding, including cutting of timber planks.....	3
A4	Drilling of holes and setting anchors, including use of cartridge driven explosive tools	3
A5	Fastening, including welding of shaft steel dividers and brackets, to templates and/or jigs and/or plumb lines preset by a journeyman	3
A6	Hoisting of guiderails and/or materials in hoistway, including machinery and control gear, and positioning these to templates and/or jigs	3
A7	Fastening, including welding of sill support angle to templates preset by a journeyman	3
A8	Assembling of landing door entrances to jigs and/or templates preset by a journeyman	3
A9	Positioning and securing of pre-assembled landing entrances and/or doors, using jigs and/or templates preset by a journeyman	3
A10	Installation of pit and shaft equipment to jigs and/or templates, excluding the plunger of an hydraulic lift	3
A11	Assembly of car body panels to templates and/or jigs	3
A12	Securing of pre-cut and pre-drilled fascia plates	3
A13	Mounting of outlet boxes and/or signal fixtures	3
A14	Assembly and/or positioning of counterweight frame and filler mass pieces	3

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A15	Assembly and/or positioning of car frame	3
A16	Dressing of guide rail joints by hand and/or by sanding machine	3
A17	Cutting of trunking, using hand tools	3
A18	Rope hanging without capping or tensioning	3
A19	Routing of looms and/or harnesses in preparation for connecting and including plugging in of multiple plug units	3
A20	Hanging only of trailing cables	3
A21	Fixing of trunking	4
A22	Cutting, screwing and saddling of conduits and/or pipes using hand tools, including the use of cartridge driven explosive tools	4
A23	Soldering and/or sweating by dipping of electric wires only	4
A24	Repetition cutting of wires to length gauges	4
A25	Oiling and greasing	4
A26	All cleaning and/or painting operations, other than for decorative finishes	4
A27	Metal polishing	4
A28	Labourer's work	4

B. MAINTENANCE OF LIFTS AND/OR ESCALATORS (n.e.s.)

	Operation	*Category*
B1	*Lift Mechanic's Work.* Employees employed on Operation B1 shall be competent persons in terms of the Regulations made under the Occupational Health and Safety Act No. 85/1993 in so far as the Regulations refer to the inspection of elevators	1

The following operations shall be performed to the instructions of a Supervisor or Lift Mechanic and all adjustments other than those stipulated in the Schedule, shall be carried out by a qualified Lift Mechanic.
The expression 'visual check' shall mean visual checking of the component without replacing,dismantling or adjusting.

The expression 'manual check' shall mean physical checking of components, removing, replacing or dismantling and minor adjustments as per training schedule.

Where, in the following Schedule, a category 2 employee is required to make a report, that report shall be made to the Lift Mechanic. Should a mechanic be absent for any reason, the report shall be made to the Supervisor who is responsible for the specific lift installation.

In the Schedule, the word 'component' shall mean any item which can be removed and/or replaced with any adjustment where required.
A Category 2 worker must have passed a recognised training programme

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and have a certificate of proficiency recognised by the Bargaining Council for each function that he is allowed to perform under the following schedule:

CATEGORY 2

B2	Manual check of relays for mechanical operation and replacement of burnt contacts and damaged parts. Report on activity.	2
B3	Manual check to ensure correct fuse cartridges are fitted in accordance with control panel markings and replace when necessary	2
B4	Visual check for broken or damaged controller components, as directed by the Lift Mechanic. Report on activity.	2
B5	Manual check on moving parts on selector for wear, as directed by the Lift Mechanic. Report on activity.	2
B6	Manual check of selector contacts for wear and burning. Replacement of components as directed by a Lift Mechanic. Report as required.	2
B7	Manual check of selector trailing flexes and other wiring. Replacement of components as directed by a Lift Mechanic. Report as required.	2
B8	Manual check of hoisting motor brush gear and clean when necessary. Visual check of commutator. Report on activity.	2
B9	Manual check of selector tape or rope drive for cracks and wear. Components to be replaced under supervision of a Lift Mechanic. Report as required.	2
B10	Manual check of brake. Visual check of brake linings for wear and clearance. Components to be replaced under the supervision of a Lift Mechanic. Report as required	2
B11	Manual checks of brake drum for signs of oil and clean if necessary. Report as necessary.	2
B12	Manual check of brake moving parts for wear. Components to be replaced under the supervision of a Lift Mechanic. Report as necessary.	2
B13	Manual check of sheave grooves for wear and check for signs of rope slip. Report as necessary.	2
B14	Report any oil leaks.	2
B15	Manual check for vibration. Report as necessary.	2

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B16	Manual check for thrust play under supervision of a Lift Mechanic. Report as necessary.	2
B17	Manual check of motor and generator bearings for overheating and wear. Replacement of components under the supervision of a Lift Mechanic. Report as necessary.	2
B18	Manual check of generator brushgear and clean as necessary. Visual check of commutator. Report on activity.	2
B19	Manual check of generator and machine isolation rubbers. Report as necessary.	2
B20	Manual check to ensure that landing doors are Mechanical and Electrical safe. Test True/ Pre-Interlock but do not perform any Mechanical and Electrical adjustments. Report on activity.	2
B21	Manual check of door safety devices. Report on activity.	2
B22	Manual check and adjustment of closers on swing doors. Report on activity.	2
B23	Manual check of landing door guides, hangers, air cords, chains and pulleys. Report on activity.	2
B24	Manual check of landing door bottom shoes and sight guards. Report on activity.	2
B25	Manual checks of cover plates and tighten as necessary.	2
B26	Manual check of door hinges and vision panels and replace as necessary. Report on activity.	2
B27	Manual check of car flooring, walls and handrails for wear and damage. Report as necessary.	2
B28	Manual check for correct setting of eccentric rollers. Report on activity.	2
B29	Manual check of door hanger rollers for flats. Report as necessary.	2
B30	Manual check of car door proximity devices. Report as necessary.	2
B31	Manual check of all push buttons, alarm buttons and telephone and other signal devices. Replace part s as required and/or report.	2
B32	Manual check of car and counterweight shoes and roller guides for wear and clearance. Report as necessary.	2

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B33	Manual check of hoistway and limit switches for worn parts and operation. Components to be replaced under the supervision of a Lift mechanic. Report on activity.	2
B34	Manual check of pit governor and compensating sheave switch for correct operation. Report on activity.	2
B35	Manual check of pit governor and compensating tension sheaves for wear and adjustment of stops. Report on activity.	2
B36	Manual check of tape and rope connections and trailing cable hitch points. Report as necessary.	2
B37	Manual check for counterweight overrun. Report as necessary.	2
B38	Replace car lamps and all indicator lamps. Report as necessary.	2
B39	Check and lubricate all pivot points on machinery. Report wear as necessary.	2
B40	Manual check inspection of ropes and report on condition. Lubricate ropes as necessary. Report on activity.	2
B41	Visual check of all machinery for correct oil level. Top up as necessary.	2
B42	The application of enamels and/or paints (n.e.s.)	2

Operation		*Category*
B46	Visual check the car door Safety Switch and report on activity.	2
B1	The following operations shall be performed to the instructions of a Supervisor or Lift Mechanic. All adjustments other than those stipulated in the schedule shall be carried out by a qualified Lift Mechanic. The expression 'visual check' shall mean visual checking of the component without removing, replacing, dismantling or adjusting. The expression 'manual check' shall mean physical checking of the components, removing, replacing or dismantling, but shall not include adjustment. Where, in the following Schedule, a Category 3 employee is required to make a report, that report shall be made to the Lift Mechanic or Supervisor who is responsible for the specific lift installation. In the Schedule, the word 'component' shall mean any item which can be removed and/or replaced without requiring any adjustment.	

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Operators doing category 3 work must have passed a recognised training programme and has a certificate of proficiency recognised by the Bargaining Council for each function that they are allowed to perform under the following schedule;

B2	Manual check of relays for mechanical operation and replacement of burnt contacts and damaged parts. Report on activity.	3
B3	Manual check to ensure correct fuse cartridges are fitted in accordance with control panel markings and replace when necessary.	3
B4	Visual check for broken or damaged controller components. Report on activity.	3
B5	Visual check on moving parts on selector for wear. Report on activity.	3
B6	Visual check of selector contacts for wear and burning. Replacement of components as directed by a Lift Mechanic. Report as required.	3
B7	Manual check of selector trailing flexes and other wiring. Replacement of components as directed by a Lift Mechanic. Report as required.	3
B8	Manual check of hoisting motor brush gear and clean when necessary. Visual check of commutator. Report on activity.	3
B9	Manual check for selector tape or rope drive for cracks and wear. Components to be replaced under supervision of a Lift Mechanic. Report as required.	3
B10	Manual check of brake. Visual check of brake linings for wear and clearance. Components to be replaced under the supervision of a Lift Mechanic. Report as required.	3
B11	Visual check of brake drum for signs of oil and clean if necessary. Report as necessary.	3
B12	Manual check of brake moving parts for wear. Components to be replaced under the supervision of a Lift Mechanic. Report as necessary.	3
B13	Visual check of sheave grooves for wear and check for signs of rope slip. Report as necessary	3
B14	Visual check and report any oil leaks.	3
B15	Visual check for vibration. Report as necessary.	3

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B16	Manual check for thrust play. Report as necessary.	3
B17	Visual check of motor and generator bearings for overheating and wear. Report as necessary.	3
B18	Manual check of generator brushgear and clean as necessary. Visual check of commutator. Report on activity.	3
B19	Visual check of generator and machine isolation rubbers. Report on activity.	3
B20	Visual check to ensure that landing doors are Mechanical and Electrical safe. Report as necessary.	3
B21	Manual check of mechanical door safety edges. Components to be replaced under the supervision of a Lift Mechanic. Report on activity.	3
B22	Manual check and adjustment of closers on swing doors. Report on activity.	3
B23	Manual check of landing door guides, hangers, air cords, chains and pulleys. Components to be replaced under the supervision of a Lift Mechanic. Report on activity.	3
B24	Manual check of landing door bottom shoes and sight guards. Report on activity.	3
B25	Manual check of cover plates and tightens as necessary.	3
B26	Manual check of door hinges and vision panels and replace as necessary. Report on activity.	3
B27	Manual check of car flooring, walls and handrails for wear and damage. Report as necessary.	3
B28	Manual check for correct setting of eccentric rollers. Report to Lift Mechanic if changing of setting requires the removal of lift doors.	3
B29	Manual check of door hanger rollers for flats. Components to be replaced under the supervision of a Lift Mechanic. Report on activity.	3
B30	Visual check of door proximity devices. Report as necessary.	3
B31	Manual check of all push buttons, alarm buttons and telephone and signal devices. Replace parts as required and/or report for attention of Lift Mechanic.	3

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B32	Manual check of car and counterweight shoes and roller guides for - (a) alignment (b) wear and clearance Report as necessary.	3
B33	Manual check of hoistway and limit switches for worn parts and operation. Components to be replaced under the supervision of a Lift Mechanic. Report on activity.	3
B34	Manual check of pit governor and compensating sheave switch for correct operation. Report on activity.	3
B35	Manual check of pit governor and compensating tension sheaves for wear and adjustment of stops. Report on activity.	3
B36	Manual check of tape and rope connections and trailing cable hitch points. Components must be replaced under supervision of the Lift Mechanic. Report as necessary.	3
B37	Manual check for counterweight overrun. Report as necessary.	3
B38	Manual check and replace car lamps and all indicator lamps. Report as necessary.	3
B39	Manual check and lubricate all pivot points on machinery. Report wear as necessary.	3
B40	Manual check inspection of ropes and report on condition to the Lift Mechanic. Lubricate ropes as necessary. Report on activity.	3
B41	Manual check of all machinery for correct oil level. Top up as necessary	3
B42	Oil and grease as directed by Lift Mechanic.	4
B43	Paint (with brush).	4
B44	Clean installation.	4
B45	Labourer's work.	4

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C. REPAIR OF LIFTS AND/OR ESCALATORS (n.e.s.)

Operation		*Category*
C1	*Lift mechanic's work.* Employees employed on Operation C1 shall be competent persons in terms of the regulations made under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) in so far as the regulations refer to the inspection of elevators	1
	The following operations shall be performed to the instructions of a lift mechanic: All repair work shall be subject to a lift mechanic's isolating and making the installation safe and preparing it before actual repair work is commenced. Prior to switching on, all repair work done shall be checked by a lift mechanic, who shall also perform any final adjustments.	
	In this schedule, the word "component" shall mean "any item which can be removed and/or replaced without requiring any adjustment". Operators doing category 3 work shall pass a recognised training programme and has a certificate of proficiency recognised by the Bargaining Council for each function that they are allowed to perform under the following schedule:	
C2	Replacing of existing components which do not involve a change in type of specification i.e. straight replacement, except where electrical disconnections and reconnections are involved.....	3
C3	Replacing worn or damaged ropes, excluding capping or tensioning	3
C4	Fitting new brake linings, sleeves, bushes, etc., excluding final adjustment	3
C5	Remove, replace, overhaul and adjust closers on swing doors only.....	3
C6	Remove and replace sealed governor, excluding final adjustment	3
C7	Remove and renew operating mechanism or part thereof, excluding final adjustment	3

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C8	Remove and replace landing door opening device parts, excluding final adjustments	3
C9	Remove and replace guide shoes and rollers, excluding final adjusting	3
C10	Remove and replace pit equipment parts, excluding hydraulic plungers	3
C11	Clean	4
C12	Paint.....	4
C13	Labourer's work.....	4

CLAUSE 40: CODE OF GOOD PRACTICE ON KEY ASPECTS OF HIV/AIDS AND EMPLOYMENT

Employers and employees shall observe the provisions of Annexure B.

CLAUSE 41: ATTENDANCE OF WORKER REPRESENTATIVES ON NATIONAL AND REGIONAL COMMITTEES OF THE BARGAINING COUNCIL

The provisions of Annexure C shall be observed.

CLAUSE 42: TIME OFF FOR THE TRAINING OF SHOP STEWARDS AND FOR TRADE UNION OFFICE BEARERS TO ATTEND UNION MEETINGS

(a) An employee who is an office bearer of a representative trade union, in terms of clause 15 of the Act is entitled to take reasonable leave during working hours for the purposes of performing the functions of that office. The representative trade union and the employer may agree to the number of days of leave, the number of days paid leave and the conditions attached to any such leave.

(b) A trade union representative, appointed in terms of clause 14 of the Act, may, subject to reasonable conditions to be agreed at company level, be entitled to take reasonable time off with pay during working hours to be trained in any subject relevant to the performance of the functions of a trade union representative.

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ANNEXURE A

SECURITY OF EMPLOYMENT AND SEVERANCE PAY

1. Retrenchments and/or Redundancies

(a) Introduction

Any retrenchment of employees falling under the scope of this agreement must be undertaken in accordance with either Procedure A or Procedure B set out below. The procedure to be used will depend on –

(i) the size of the company;
(ii) the number of employees that the company proposes to retrench; and
(iii) the company's retrenchment history over the preceding 12-month period.

(b) Procedure

This procedure must be followed by those employers who –
Employ 50 or fewer employees; or
Employ more than 50 employees but who are contemplating retrenching less than the number of employees reflected below:

(i) For employers of up to 200 employees: 10 employees;
(ii) For employers of more than 200 but not more than 300 employees: 20 employees;
(iii) For employers of more than 300 but not more than 400 employees: 30 employees;
(iv) For employers of more than 400 but not more than 500 employees: 40 employees;
(v) For employers of 500 or more employees: 50 employees.

Provided that the number of employees retrenched in the 12-month period to the date of the notice of invitation to consult, together with the number of employees that the employer contemplates retrenching, is less than the number of employees reflected below.

"PROCEDURE B"

(c) This procedure must be followed by those employers who employ more than 50 employees and who are contemplating the retrenchment of at least the number of employees reflected below:

(i) For employers of up to 200 employees: 10 or more employees;
(ii) For employers of more than 200 but not more than 300 employees: 20 or more employees;
(iii) For employers of more than 300 but not more than 400 employees: 30 or more employees;
(iv) For employers of more than 400 but not more than 500 employees: 40 or more employees;
(v) For employers of 500 or more employees: 50 or more employees.

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Provided that the number of employees retrenched in 12-month period prior to the date of the notice of invitation to consult, together with the number of employees that the employer contemplates retrenching, is equal to or exceeds the number of employees reflected below.

(d) **Definitions for the purposes of this procedure –**

"notice of invitation to consult" means the notice referred to in clause 2(a)(i) and 3(a)(i); and
"employee" includes all persons employed by the legal entity that is the employer (e.g. a company a close corporation or a sole proprietor) and is not confined to scheduled employees in terms of the Agreement.

(e) This procedure is intended partly as a guide to the relevant provisions of the Act, and partly to establish specific terms regulating work security in the industry. If there is a conflict between this annexure and the Act, the Act prevails, except for those clauses which are intended to supplement the Act.

2. Procedure A

(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.

(ii) Consulting parties include any registered trade union of which any of the employees potentially affected by the proposed retrenchment are members, and the nominated representatives of any potentially affected employees who are not members of a registered trade union.

(iii) The notice referred to in 2(a)(i) must be given in writing, as soon as possible after retrenchment is contemplated but at least 21 days before the contemplated date of retrenchment.

(iv) In the written notice, the employer must invite the consulting parties to commence consultations over the proposed retrenchment. At the same time, the employer must disclose all relevant information to the consulting parties. This information must include, but is not limited to the following:

(aa) The reasons for the proposed retrenchment;

(ab) The alternatives that the employer considered before proposing the retrenchment, and the reasons for rejecting these alternatives;

(ac) The number of employees likely to be affected and the job categories in which they are employed;

(ad) The proposed selection criteria to be used to determine which employees to

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retrench;

(ae) The proposed date of retrenchment;

(af) The proposed severance pay;

(ag) Any assistance which the employer proposes to offer to the employees who are likely to be retrenched;

(ah) The possibility of the future re-employment of the retrenched employees;

(ai) The number of employees employed by the employer; and

(aj) The number of employees that the employer has dismissed for reasons based on its operational requirements in the preceding 12-month period.

(b) Consultation process

(i) The employer must engage in a meaningful joint consensus-seeking process with the appropriate consulting party, and attempt to reach consensus on-

(aa) Appropriate measures to:

(aaa) avoid the retrenchment;

(aab) minimise the number of retrenchments;

(aac) change the timing of the retrenchment; and

(aad) mitigate the adverse effects of the retrenchment;

(ab) The method for selecting the employees to be dismissed; and

(ac) The severance pay for dismissed employees.

(ii) the employer must allow the consulting parties an opportunity to make representations about any of the above matters, but any other issues relevant to the proposed retrenchment.

(iii) The employer must consider and respond to any representations made and, if the employer does not agree with them, it must state its reasons for disagreeing. If the consulting party's representations are made in writing then the employer must respond in writing.

(iv) In any dispute in which an arbitrator is required whether or not any information sought by the consulting parties is relevant, the onus is on the employer to prove that the information which it has refused to disclose is not relevant for the purposes for which

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it is sought.

(v) The employer must select the employees to be dismissed according to selection criteria:

(aa) That have been agreed by the consulting parties; or
(ab) If no criteria have been agreed, criteria that is fair and objective.

(c) Severance pay

The formula contained in clause 34 of this Agreement must be used to determine the amount of severance pay to be paid to a retrenched employee.

(d) Notification of termination of employment

When the consulting process has been concluded, the employer may give notice of termination to those employees selected for retrenchment on the following basis:

(i) One week, if the employee has been employed for six months or less; or
(ii) Two weeks, if the employee has been employed for more than six months.

(e) Notification to the Bargaining Council

(i) Once the affected employees have been given notice of the termination of their employment, the employer must inform the Bargaining Council's Regional Office, in writing, of the number and occupational categories of the employees that have been retrenched.

(f) Re-employment of retrenched employees

(i) If an employer who has previously retrenched employees engages new employees, that employer must, as far as is practicable, give preference to the re-engagement of those persons who were retrenched from the establishment during the preceding 36 months, and who are qualified and available to undertake the categories of work required by the employer.

3. Procedure B

(a) Notice of proposed retrenchment

(i) An employer must notify all relevant consulting parties when that employer contemplates terminating the employment of one or more employees for reasons related to its operational requirements.
(ii) Consulting parties include any registered trade union of which any of the employees potentially affected by the proposed retrenchment are members, and the nominated representatives of any potentially affected employees who are not members of a registered trade union.

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(iii) The notice referred to in 3(a)(i) must be given in writing, as soon as possible after retrenchment is contemplated.

(iv) In the written notice, the employer must invite the consulting parties to commence consultations over the proposed retrenchment. At the same time, the employer must disclose all relevant information to the consulting parties. This information must include, but is not limited to the following:

(aa) The reasons for the proposed retrenchment;

(ab) The alternatives that the employer considered before proposing the retrenchment, and the reasons for rejecting these alternatives;

(ac) The number of employees likely to be affected and the job categories in which they are employed;

(ad) The proposed selection criteria to be used to determine which employees to retrench;

(ae) The proposed date of retrenchment;

(af) The proposed severance pay;

(ag) Any assistance which the employer proposes to offer to the employees who are likely to be retrenched.;

(ah) The possibility of the future re-employment of the retrenched employees;

(ai) The number of employees employed by the employer; and

(aj) The number of employees that the employer has dismissed for reasons based on its operational requirements in the preceding 12-month period.

(b) Appointment of a CCMA facilitator

(i) The employer, or the consulting parties representing the majority of the employees that the employer proposes to retrench may, within 15 days of the date of the employer's notice of invitation to consult, request the CCMA to appoint a facilitator to facilitate the retrenchment process in terms of clause 189A of the Labour Relations Act.

(ii) If a facilitator is appointed, the facilitator will assist the parties to the consultation process and will act in terms of the Regulations, made by the Minister.

(iii) If a CCMA facilitator has been appointed and 60 days have elapsed from the date of the employer's notice of invitation to consult:

(a) The employer may give notice of termination to those employees selected for retrenchment on the following basis:

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(aa) one week, if the employee has been employed for six months or less; or

(ab) two weeks, if the employee has been employed for more than six months.

(b) A registered trade union or the employees who have received notice of termination may, in accordance with the provisions of clause 189A of the Act, may either:

(aa) Give notice of a strike in terms of the applicable provisions of the Act; or

(ab) refer a dispute concerning whether there is a fair reason for the dismissal to the Labour Court in terms of the applicable provisions of the Act.

(c) Procedure when a CCMA facilitator is not appointed

(i) The employer must engage in a meaningful joint consensus-seeking process with the appropriate consulting party, and attempt to reach consensus on –

(aa) Appropriate measures to:

(aaa) avoid the retrenchment;

(aab) minimise the number of retrenchments;

(aac) change the timing of the retrenchment; and

(aad) mitigate the adverse effects of the retrenchment

(ab) The method for selecting the employees to be retrenched; and

(ac) The severance pay for retrenched employees.

(ii) The employer must allow the consulting parties an opportunity to make representations about any of the above matters, and any other issues relevant to the proposed retrenchment.

(iii) The employer must consider and respond to any representations made and, if the employer does not agree with them, it must state the reasons for disagreeing. If the

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consulting party's representations are made in writing, then the employer must respond in writing.

(iv) In any dispute in which an arbitrator is required to decide whether or not any information sought by the consulting parties is relevant, the onus is on the employer to prove that the information which it has refused to disclose is not relevant for the purposes for which it is sought.

(d) Selection criteria

(i) the employer must select the employees to be dismissed according to selection criteria –

(aa) That have been agreed by the consulting parties; or

(ab) If no criteria have been agreed, criteria that is fair and objective.

(ii) A party may not refer a dispute over the retrenchment to the bargaining council unless a period of 30 days has lapsed from the date on which the employer's notice of invitation to consult was given.

(iii) After a dispute has been referred to the bargaining council, and after the relevant period referred to in clause 64(1)(a) of the Act has lapsed:

(aa) The employer may give notice of termination to those employees selected for retrenchment on the following basis:

(aaa) one week, if the employee has been employed for six months or less;

or

(aab) two weeks, if the employee has been employed for more than six months.

(ab) A registered trade union or the employees who have received notice of termination may, in accordance with the provisions of clause 189A of the Act, either:

(aaa) give notice of a strike; or

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(aab) refer a dispute concerning whether there is a fair reason for the dismissal to the Labour Court in terms of the applicable provisions of the Act.

(e) Severance pay

The formula contained in clause 34 of this Agreement must be used to determine the amount of severance pay to be paid to a retrenched employee.

(f) Notification to the Bargaining Council

(i) Once the affected employees have been given notice of the termination of their employment, the employer must inform the Bargaining Council's regional office, in writing, of the number and occupational categories of the employees that have been retrenched.

(g) Re-employment of retrenched employees

(i) If an employer who has previously retrenched employees engages new employees, that employer must, as far as is practicable, give preference to the re-engagement of these persons who were retrenched from the establishment during the preceding 36 months, and who are qualified and available to undertake the categories of work required by the employer.

4. Lay-offs:

(a) *Definition*:

"Lay-off" means the temporary suspension, without pay, of employment for a minimum of five full consecutive shifts owing to a reduction in the volume of work in an establishment or clause of an establishment, or owing to other economic reasons.

(b) *Notification*:

(i) An employer wishing to implement the provisions of this clause shall notify the Regional Council and any party trade unions representing the affected employees by registered mail to reach those organisations 14 days prior to the date of the intended

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lay-off.

(ii) Notification by telephone, telegram, email or telefax may be effected to reach these organisations 14 days prior to the lay-off, and shall be confirmed in writing.

(iii) Notification of lay-off, as set out above, shall include -
(aa) full details of the affected employees;
(ab) the reason(s) for the lay-off;
(ac) the estimated period of the lay-off.

(c) (i) *Consultation*:
Following notification in terms of subclause (b) above the employer shall consult jointly with all party trade unions representing the affected employees who are members of such trade unions and, in the case of other employees, with representatives of such affected employees, on ways and means of avoiding or limiting lay-offs and on criteria for determining which employees are to be laid off.

(ii) A lay-off period may not continue beyond a maximum period of six weeks, unless otherwise agreed between the employer and representatives of the party trade unions representing the affected employees or other representatives of the affected employees.

(d) *Notification to employees*:

An employer shall give affected employees a minimum of five full shifts' notice of intention to lay off. Such notice shall include the specific date on which affected employees are to resume work.

(e) *General*:

(i) Employees on lay-off may elect in writing to have their services terminated, in which event the provisions of clause 30 of this Agreement shall apply.

(ii) Notwithstanding the provisions of clause 21 of the Lift Engineering Collective Agreement, employees on lay-off may engage in any employment for remuneration during the lay-off period.

(iii) Should an employee on lay-off not return to employment within three working days of the due date in terms of clause 3 (d) above, such employee shall be deemed to have terminated employment with the employer, unless such absence is condoned by the employer.

(iv) Where an employee is expressly required by the employer to report at his place of employment on any day for the purpose of ascertaining whether work will be made available, the employee shall receive not less than four hours' work or pay in lieu thereof in respect of such day.

(v) The proviso of clause 7 (1)(a) of this Agreement shall mutatis mutandis

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apply to payment of earnings in respect of lay-off.

5. Limited duration contracts of employment

(a) *Definition*:
An employer may employ an employee for a specified limited contract period in terms of a limited duration contract of employment as per the Annexure hereto on the following specified categories of work:

(i) *Sitework*

Employment in terms of a contract which specifies that employment is in respect of a specific construction site for the duration of the site contract or a specific portion or clause thereof: Provided that where such an employee is immediately re-employed on a different site such employee shall not be regarded as having been employed on a limited-duration contract in respect of this clause.

(ii) *Turnaround work*

Employment in terms of a contact of employment which specifies that employment is for the duration, or portion thereof, of -

(aa) a contract secured by the employer to carry out specified installation, maintenance, overhaul or development work on existing equipment or on an installation not owned by the employer;

(ab) major maintenance, overhaul or development work on equipment or an installation owned by the employer, necessitating the recruitment of employees over and above the normal complement.

(iii) *Ship repair work*

Employment in terms of a contract of employment which specifies that employment is for the duration or portion thereof of a specific contract secured by the employer to carry out repairs on a particular vessel.

(iv) *Short-term fluctuations in workload*

Employment in terms of a contract of employment which arises out of a situation where the employer is compelled to take on additional employees as a result of having secured additional work of a short-term nature. Such employment shall be limited in duration to a period not exceeding four months: Provided that should a longer period be required to complete a specific task or activity, the period of the specific task or activity shall be specified in the limited-duration contract of employment.

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(b) *General*

(i) The provisions of the Lift Engineering Collective Agreement shall apply in respect of employees engaged on limited-duration contracts of employment. The provisions of clause 1 above shall not, however, apply to such employees providing that the termination of such employee's services does not precede the agreed expiry date of the limited-duration contract.

(ii) An employer shall on engagement of an employee in terms of a limited-duration contract of employment give the employee a signed copy of the contract which has been entered into.

(iii) Every employer who has employees engaged in terms of a limited-duration contract of employment shall each month, in such form as required by the Council from time to time, notify the Council of the number of such employees in his employ.

Footnote: Whilst the provisions of this Annexure apply to party trade unions, it is recommended that they also be observed in respect of non-party trade unions and any employee representative body elected in terms of an agreed procedure, unless such non-party trade union or employee representative body elects otherwise.

LIMITED DURATION CONTRACT OF EMPLOYMENT

[Annexure referred to in clause 5(a) of Annexure A to the Lift Engineering Collective Agreement]

CONTRACT OF EMPLOYMENT

(The employer) ..... agrees to engage the services of (the employee)..... and the employee hereby agrees to accept service with the employer on the following terms and conditions:

(1)(a) The contract of employment in terms of clause 5 of Annexure A to the Lift Engineering Collective Agreement shall be for a maximum period of ..... months/weeks from the date of employment, for the purpose of site work/turnaround work/ship repair work (delete whichever is not applicable), from ..... to ....

or completion of the specific work detailed hereunder:

.....

.....

OR

(b) The contract of employment for short-term fluctuations in workload shall not exceed a period of four months from the date of employment, viz from ..... to ..... or completion of the specific work detailed hereunder:
(Note: Should a period longer than four months be required to complete a specific task or activity, the period and the specific task or activity must be specified hereunder):

.....

.....

.....

(2) On completion of the contract detailed in (1) above, this contract shall automatically terminate. Such termination shall not be construed as being retrenchment but as completion of contract.
The employees shall nonetheless still be given one shift's notice of expiry of the contract period.

(3) The remaining conditions of employment, not expressly detailed above, shall be existing employer policy, rules and regulations and the general conditions of employment as contained in the Lift Engineering Collective Agreement subject to the limitation set out in (2) above.

(4) Where employment continues after completion of this contract in terms of (1) above this contract shall become null and void and the provisions of the Lift Engineering Collective Agreement shall apply.

(5) Subject to amendment of the general conditions of employment as set out in (3) above, the engagement conditions shall be –

(a) Occupation.....

(b) Rate of pay.....
(this shall not be less than the rate scheduled in the Lift Engineering Collective Agreement).

The employee acknowledges that the "he/she" pattern is not used elsewhere in the agreement, understands the contents of this contract and signifies acceptance thereof.

Signed at..... this ..... day of ..... 20.....
Employer.....
Employee.....
(Shop Steward) Witness.....

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ANNEXURE B

CODE OF GOOD PRACTICE ON KEY ASPECTS OF HIV/AIDS AND EMPLOYMENT

1. INTRODUCTION

1.1 The Human Immunodeficiency Virus (HIV) and the Acquired Immune deficiency Syndrome (AIDS) are serious public health problems which have socio economic, employment and human rights implications.

1.2 It is recognised that the HIV/AIDS epidemic will affect every workplace, with prolonged staff illness, absenteeism, and death impacting on productivity, employee benefits, occupational health and safety, production costs and workplace morale.

1.3 HIV knows no social, gender, age or racial boundaries, but it is accepted that socio-economic circumstances do influence disease patterns. HIV thrives in an environment of poverty, rapid urbanisation, violence and destabilisation. Transmission is exacerbated by disparities in resources and patterns of migration from rural to urban areas. Women particularly are more vulnerable to infection in cultures and economic circumstances where they have little control over their lives.

1.4 Furthermore HIV/AIDS is still a disease surrounded by ignorance, prejudice, discrimination and stigma. In the workplace unfair discrimination against people living with HIV and AIDS has been perpetuated through practices such as pre-employment HIV testing, dismissals for being HIV positive and the denial of employee benefits.

1.5 One of the most effective ways of reducing and managing the impact of HIV/AIDS in the workplace is through the implementation of an HIV/AIDS policy and program. Addressing aspects of HIV/AIDS in the workplace will enable employers, trade unions and government to actively contribute towards local, national and international efforts to prevent and control HIV/AIDS. In light of this, the Code has been developed as a guide to employers, trade unions and employees.

1.6 Furthermore the Code seeks to assist with the attainment of the broader goals of:

- Eliminating unfair discrimination in the workplace based on HIV status;
- Promoting a non-discriminatory workplace in which people living with HIV or AIDS are able to be open about their HIV status without fear of stigma or rejection;
- Promoting appropriate and effective ways of managing HIV in the workplace;
- Creating a balance between the rights and responsibilities of all parties; and
- Giving effect to the regional obligation of the Republic as a member of the Southern African Development Community.

The HIV/AIDS Technical Assistance Guidelines have been published by the Department of

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Labour and are available from all their offices. They provide comprehensive guidelines on how to manage HIV/AIDS in the workplace.

2. OBJECTIVES

2.1 The Code's primary objective is to set out guidelines for employers and trade unions to implement so as to ensure individuals with HIV infection are not unfairly discriminated against in the workplace. This includes provisions regarding:

(i) creating a non-discriminatory work environment;
(ii) dealing with HIV testing, confidentiality and disclosure;
(iii) providing equitable employee benefits;
(iv) dealing with dismissals; and
(v) managing grievance procedures.

2.2 The Code's secondary objective is to provide guidelines for employers, employees and trade unions on how to manage HIV/AIDS within the workplace. Since the HIV/AIDS epidemic impacts upon the workplace and individuals at a number of different levels, it requires a holistic response which takes all of these factors into account. The Code therefore includes principles, which are dealt with in more detail under the statutes listed in item 5.1, on the following:

(i) creating a safe working environment for all employers and employees;
(ii) developing procedures to manage occupational incidents and claims for compensation;
(iii) introducing measures to prevent the spread of HIV;
(iv) developing strategies to assess and reduce the impact of the epidemic upon the workplace; and
(v) supporting those individuals who are infected or affected by HIV/AIDS so that they may continue to work productively for as long as possible.

2.3 In addition, the Code promotes the establishment of mechanisms to foster co-operation at the following levels:

(i) between employers, employees and trade unions in the workplace; and
(ii) between the workplace and other stakeholders at a sectoral, local, provincial and national level.

3. POLICY PRINCIPLES

3.1 The promotion of equality and non-discrimination between individuals with HIV infection and those without and between HIV/AIDS and other comparable health/medical conditions.

3.2 The creation of a supportive environment so that HIV infected employees are able to continue working under normal conditions in their current employment for as long as they are medically fit to do so.

3.3 The protection of human rights and dignity of people living with HIV or AIDS is essential to the prevention and control of HIV/AIDS.

3.4 HIV/AIDS impacts disproportionately on women and this should be taken into account in the

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development of workplace policies and programs.

3.5 Consultation, inclusivity and encouraging full participation of all stakeholders are key principles which should underpin every HIV/AIDS policy and program.

4. APPLICATION AND SCOPE

4.1 All employers and employees, and their respective organisations are encouraged to use this Code to develop, implement and refine their HIV/AIDS policies and programs to suit the needs of their workplaces.

4.2 For the purposes of this code, the term "workplace" should be interpreted more broadly than the definition given in the Labour Relations Act, Act 66 of 1995, Clause 213, to include the working environment of, amongst others, persons not necessarily in an employer-employee relationship, those working in the informal sector and the self-employed.

4.3 This Code however does not impose any legal obligation in addition to those in the Employment Equity Act and Labour Relations Act, or in any other legislation referred to in the Code. Failure to observe it does not, by itself, render an employer liable in any proceedings, except where the Code refers to obligations set out in law.

4.4 The Code should be read in conjunction with other codes of good practice that may be issued by the Minister of Labour.

5. LEGAL FRAMEWORK

5.1 The Code should be read in conjunction with the Constitution of the Republic of South Africa Act, No. 103 of 1996, and all relevant Legislation which includes the following:

(i) Employment Equity Act, No. 55 of 1998;
(ii) Labour Relations Act, No. 66 of 1995;
(iii) Occupational Health and Safety Act, No. 85 of 1993;
(iv) Mine Health and Safety Act, No. 29 of 1996;
(v) Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993;
(vi) Basic Conditions of Employment Act, No. 75 of 1997;
(vii) Medical Schemes Act, No. 131 of 1998; and
(viii) Promotion of Equality and Prevention of Unfair Discrimination Act, No. 4 of 2000.

5.2 The contents of this code should be taken into account when developing, implementing or reviewing any workplace policies or programs in terms of the statutes listed above.

5.3 The following are selected, relevant clauses contained in certain of the above-mentioned legislation.
These should be read in conjunction with other legislative provisions.

5.3.1 The Code is issued in terms of clause 54(1)(a) of the Employment Equity Act, No. 55 of 1998 and is based on the principle that no person may be unfairly discriminated against on the basis of their HIV status. In order to assist employers and employees to apply this principle consistently in the workplace, the Code makes reference to other pieces of legislation.

5.3.2 Clause 6(1) of the Employment Equity Act provides that no person may unfairly discriminate against an employee, or an applicant for employment, in any employment policy or practice, on the basis of his or her HIV status. In any legal proceedings in which it is alleged that any employer has discriminated unfairly, the employer must prove that any discrimination or differentiation was fair.

5.3.3 No employee, or applicant for employment, may be required by their employer to undergo an HIV test in order to ascertain their HIV status. HIV testing by or on behalf of an employer may only take place where the Labour Court has declared such testing to be justifiable in accordance with Clause 7(2) of the Employment Equity Act.

5.3.4 In accordance with Clause 187 (1)(f) of the Labour Relations Act, No. 66 of 1995, an employee with HIV/AIDS may not be dismissed simply because he or she is HIV positive or has AIDS. However where there are valid reasons related to their capacity to continue working and fair procedures have been followed, their services may be terminated in accordance with Clause 188 (1)(a)(i).

5.3.5 In terms of Clause 8(1) of the Occupational Health and Safety Act, No. 85 of 1993, an employer is obliged to provide, as far as is reasonably practicable, a safe workplace. This may include ensuring that the risk of occupational exposure to HIV is minimised.

5.3.6 Clause 2(1) and Clause 5(1) of the Mine Health and Safety Act, No. 29 of 1996 provides that an employer is required to create, as far as reasonably practicable, a safe workplace. This may include ensuring that the risk of occupational exposure to HIV is minimised.

5.3.7 An employee who is infected with HIV as a result of an occupational exposure to infected blood or bodily fluids may apply for benefits in terms of Clause 22(1) of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993.

5.3.8 In accordance with the Basic Conditions of Employment Act, No. 75 of 1997, every employer is obliged to ensure that all employees receive certain basic standards of employment, including a minimum number of days sick leave [Clause 22 (2)].

5.3.9 In accordance with Clause 24(2)(e) of the Medical Schemes Act, No. 131 of 1998, a registered medical aid scheme may not unfairly discriminate directly or indirectly against its members on the basis of their "state of health". Further in terms of Clause 67 (1)(9) regulations may be drafted stipulating that all schemes must offer a minimum level of benefits to their members.

5.3.10 In accordance with both the common law and Clause 14 of the Constitution of the Republic of South Africa Act, 1996, all persons with HIV or AIDS have a right to privacy, including privacy concerning their HIV or AIDS status. Accordingly there is no general legal duty on an employee to disclose his or her HIV status to their employer or to other employees.

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6.1 PROMOTING A NON-DISCRIMINATORY WORK ENVIRONMENT

6.2 No person with HIV or AIDS shall be unfairly discriminated against within the employment relationship or within any employment policies or practices, including with regard to:

(i) recruitment procedures, advertising and selection criteria;

(ii) appointments, and the appointment process, including job placement;

(iii) job classification or grading

(iv) remuneration, employment benefits and terms and conditions of employment;

(v) employee assistance programs;

(vi) job assignments;

(vii) the workplace and facilities;

(viii) occupational health and safety;

(ix) training and development;

(x) performance evaluation systems;

(xi) promotion, transfer and demotion;

(xii) disciplinary measures short of dismissal; and

(xiii) termination of services.

6.3 To promote a non-discriminatory work environment based on the principle of equality, employers and trade unions should adopt appropriate measures to ensure that employees with HIV and AIDS are not unfairly discriminated against and are protected from victimisation through positive measures such as:

(i) preventing unfair discrimination and stigmatisation of people living with HIV or AIDS through the development of HIV/AIDS policies and programs for the workplace;

(ii) awareness, education and training on the rights of all persons with regard to HIV and AIDS;

(iii) mechanisms to promote acceptance and openness around HIV/AIDS in the workplace;

(iv) providing support for all employees infected or affected by HIV and AIDS; and

(v) grievance procedures and disciplinary measures to deal with HIV-related complaints in the workplace.

7. HIV TESTING, CONFIDENTIALITY AND DISCLOSURE

7.1 HIV Testing

7.1.1 No employer may require an employee, or an applicant for employment, to undertake an HIV test in order to ascertain that employee's HIV status. As provided for in the Employment Equity Act, employers may approach the Labour Court to obtain authorisation for testing.

7.1.2 Whether Clause 7(2) of the Employment Equity Act prevents an employer – provided health service supplying a test to an employee who requests a test, depends on whether the Labour Courts would accept that an employee can knowingly agree to waive the protection in the clause. This issue has not yet been decided by the courts.

The Employment Equity Act does not make it a criminal for an employer to conduct a test in violation of Clause 7(2). However an employee who alleges that his or her right not to be tested has been violated may refer a dispute to the CCMA for conciliation, and if this does not resolve the dispute, to the Labour Court for determination.

7.1.3 In implementing the clauses below, it is recommended that parties take note of the position set out in item 7.1.2.

7.1.4 Authorised testing

Employers must approach the Labour Court for authorisation in, amongst others, the following circumstances:

(i) during an application for employment;
(ii) as a condition of employment;
(iii) during procedures related to termination of employment;
(iv) as an eligibility requirement for training or staff development programs; and
(v) as an access requirement to obtain employee benefits.

7.1.5 Permissible testing

(a) An employer may provide testing to an employee who has requested a test in the following circumstances:

(i) as part of a health care service provided in the workplace;
(ii) in the event of an occupational accident carrying a risk of exposure to blood or other body fluids;

(iii) for the purposes of applying for compensation following an occupational accident involving a risk of exposure to blood or other body fluids.

(c) Furthermore, such testing may only take place within the following defined conditions:

(i) at the initiative of an employee;
(ii) within a health care worker and employee-patient relationship;
(iii) with informed consent and pre-and post-test counseling, as defined by the Department of Health's National Policy on Testing for HIV; and
(iv) with strict procedures relating to confidentiality of an employee's HIV status as described in clause 7.2 of this Code.

7.1.6 All testing, including both authorised and permissible testing, should be conducted in accordance with the Department of Health's National Policy on Testing for HIV issued in terms of the National Policy for Health Act, No.116 of 1990.

7.1.7 Informed consent means that the individual has been provided with information, understands it and based on this has agreed to undertake the HIV test. It implies that the individual understands what the test is, why it is necessary, the benefits, risks, alternatives and any possible social implications of the outcome.

7.1.8 Anonymous, unlinked surveillance or epidemiological HIV testing in the workplace may occur provided it is undertaken in accordance with ethical and legal principles regarding such research.3 Where such research is done, the information obtained may not be used to unfairly discriminate against individuals or groups of persons. Testing will not be considered anonymous if there is a reasonable possibility that a person's HIV status can be deducted from the results.
See amongst others the Department of Health's National Policy for Testing for HIV and the Biological Hazardous Agents Regulations.

7.2 Confidentiality and Disclosure

7.2.1 All persons with HIV or AIDS have the legal right to privacy. An employee is therefore not legally required to disclose his or her HIV status to their employer or to other employees.

7.2.2 Where an employee chooses to voluntarily disclose his or her HIV status to the employer or to other employees, this information may not be disclosed to others without the employee's express written consent. Where written consent is not possible, steps must be taken to confirm that the employee wishes to disclose his or her status.

7.2.3 Mechanisms should be created to encourage openness, acceptance and support for those employers and employees who voluntarily disclose their HIV status within the workplace, including:

(i) encouraging persons openly living with HIV or AIDS to conduct or participate in education, prevention and awareness programs;
(ii) encouraging the development of support groups for employees living with HIV or AIDS;
(iii) ensuring that persons who are open about their HIV or AIDS status are not unfairly discriminated against or stigmatised.

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8. PROMOTING A SAFE WORKPLACE

8.1 An employer is obliged to provide and maintain, as far as is reasonably practicable, a workplace that is safe and without risk to the health of its employees.

8.2 The risk of HIV transmission in the workplace is minimal. However occupational accidents involving bodily fluids may occur, particularly in the health care professions. Every workplace should ensure that it complies with the provisions of the Occupational Health and Safety Act, including the Regulations on Hazardous Biological Agents, and the Mine Health and Safety Act, and that its policy deals with, amongst others:

(i) the risk, if any, of occupational transmission within the particular workplace;

(ii) appropriate training, awareness, education on the use of universal infection control measures so as to identify, deal with and reduce the risk of HIV transmission in the workplace;

(iii) providing appropriate equipment and materials to protect employees from the risk of exposure to HIV;

(iv) the steps that must be taken following an occupational accident including the appropriate management of occupational exposure to HIV and other blood borne pathogens, including access to post-exposure prophylaxis;

(v) the procedures to be followed in applying for compensation for occupational infection;
(vi) the reporting of all occupational accidents; and

(vii) adequate monitoring of occupational exposure to HIV to ensure that the requirements of possible compensation claims are being met.

9. COMPENSATION FOR OCCUPATIONALLY ACQUIRED HIV

9.1 An employee may be compensated if he or she becomes infected with HIV as a result of an occupational accident, in terms of the Compensation for Occupational Injuries and Diseases Act.

9.2 Employers should take reasonable steps to assist employees with the application for benefits including:

(i) providing information to affected employees on the procedures that will need to be followed in order to qualify for a compensation claim; and
(ii) assisting with the collection of information which will assist with proving that the employees were occupationally exposed to HIV infected blood.

9.3 Occupational exposure should be dealt with in terms of the Compensation for Occupational Injuries and Diseases Act. Employers should ensure that they comply with the provisions of this Act and any procedure or guideline issued in terms thereof.

10. EMPLOYEE BENEFITS

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10.1 Employees with HIV or AIDS may not be unfairly discriminated against in the allocation of employee benefits.

10.2 Employees who become ill with AIDS should be treated like any other employee with a comparable life threatening illness with regard to access to employee benefits.

10.3 Information from benefit schemes on the medical status of an employee should be kept confidential and should not be used to unfairly discriminate.

10.4 Where an employer offers a medical scheme as part of the employee benefit package it must ensure that this scheme does not unfairly discriminate, directly or indirectly, against any person on the basis of his or her HIV status.

11. DISMISSAL

11.1 Employees with HIV/AIDS may not be dismissed solely on the basis of their HIV/AIDS status.

11.2 Where an employee has become too ill to perform their current work, an employer is obliged to follow accepted guidelines regarding dismissal for incapacity before terminating an employee's services, as set out in the Code of Good Practice on Dismissal contained in Schedule 8 of the Labour Relations Act.

11.3 The employer should ensure that as far as possible, the employee's right to confidentiality regarding his or her HIV status is maintained during any incapacity proceedings. An employee cannot be compelled to undergo an HIV test or to disclose his or her HIV status as part of such proceedings unless the Labour Court authorised such a test.

12. GRIEVANCE PROCEDURES

12.1 Employers should ensure that the rights of employees with regard to HIV/AIDS, and the remedies available to them in the event of a breach of such rights, become integrated into existing grievance procedures.

12.2 Employers should create an awareness and understanding of the grievance procedures and how employees can utilise them.

12.3 Employers should develop special measures to ensure the confidentiality of the complainant during such proceedings, including ensuring that such proceedings are held in private

13. MANAGEMENT OF HIV IN THE WORKPLACE

13.1 The effective management of HIV/AIDS in the workplace requires an integrated strategy that

includes, amongst other, the following elements:

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13.1.1 An understanding and assessment of the impact of HIV/AIDS on the workplace; and

13.1.2 Long and short term measures to deal with and reduce this impact, including

(i) An HIV/AIDS Policy for the workplace
(ii) HIV/AIDS Programs, which would incorporate:
  (a) Ongoing sustained prevention of the spread of HIV among employees and their communities;
  (b) Management of employees with HIV so that they are able to work productively for as long as possible; and
  (c) Strategies to deal with the direct and indirect costs of HIV/AIDS in the workplace.

14. ASSESSING THE IMPACT OF HIV/AIDS ON THE WORKPLACE

14.1 Employers and trade unions should develop appropriate strategies to understand, assess and respond to the impact of HIV/AIDS in their particular workplace and sector. This should be done in co-operation with sectoral, local, provincial and national initiatives by government, civil society and non-governmental organisations.

14.2 Broadly, impact assessments should include:

(i) Risk profiles; and
(ii) Assessment of the direct and in direct costs of HIV/AIDS.

14.3 Risk profiles may include an assessment of the following:

(i) The vulnerability of individual employees or categories of employees to HIV infection;
(ii) The nature and operations of the organisation and how these may increase susceptibility to HIV infection (e.g. migration or hostel dwellings);
(iii) A profile of the communities from which the organisation draws its employees;
(iv) A profile of the communities surrounding the organization's place of operation; and
(v) An assessment of the impact of HIV/AIDS upon their target markets and client base.

14.4 The assessments should also consider the impact that the HIV/AIDS epidemic may have on:

(i) Direct costs such as to employee benefits, medical costs and increased costs related to staff turnover such as training and recruitment costs and the costs of implementing an HIV/AIDS program;
(ii) Indirect costs such as costs incurred as a result of increased absenteeism, employee morbidity, loss of productivity, a general decline in workplace morale and possible workplace disruption.

14.5 The cost effectiveness of any HIV/AIDS interventions should also be measured as part of an impact assessment.

15. MEASURES TO DEAL WITH HIV/AIDS WITHIN THE WORKPLACE

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15.1 A Workplace HIV/AIDS Policy

15.1.1 Every workplace should develop an HIV/AIDS policy, in order to ensure that employees affected by HIV/AIDS are not unfairly discriminated against in employment policies and practices. This policy should cover:

(i) the organisation's position on HIV/AIDS;

(ii) an outline of the HIV/AIDS program;

(iii) details on employment policies (e.g. position regarding HIV testing, employee benefits, performance and procedures to be followed to determine medical incapacity and dismissal);

(iv) express standards of behaviour expected of employers and employees and appropriate measures to deal with deviations from these standards;

(v) grievance procedures in line with item 12 of this Code;

(vi) set out the means of communication within the organisation on HIV/AIDS issues;

(vii) details of employee assistance available to persons affected by HIV/AIDS;

(viii) details of implementation and co-ordination responsibilities; and monitoring and evaluation mechanisms.

(ix) Monitoring and evaluation mechanisms.
This policy could either be a specific policy on HIV/AIDS, or could be incorporated in a policy on life threatening illness.

15.1.2 All policies should be developed in consultation with key stakeholders within the workplace including trade unions, employee representatives, occupational health staff and the human resources department.

15.1.3 The policy should reflect the nature and needs of the particular workplace.

15.1.4 Policy development and implementation is a dynamic process, so the workplace policy should be:

(i) communicated to all concerned;
(ii) routinely reviewed in light of epidemiological and scientific information; and
(iii) monitored for its successful implementation and evaluated for its effectiveness.

15.2 Developing Workplace HIV/AIDS Programs
It is recommended that every workplace works towards developing and implementing a workplace HIV/AIDS program aimed at preventing new infections, providing care and support for employees who are infected or affected, and managing the impact of the epidemic in the organisation.

15.2.1 The nature and extent of a workplace program should be guided by the needs and capacity of each individual workplace. However, it is recommended that every workplace program should attempt to

address the following in co-operation with the sectoral, local, provincial and national initiatives:

(i) hold regular HIV/AIDS awareness programs;

(ii) encourage voluntary testing;

(iii) conduct education and training on HIV/AIDS;

(iv) promote condom distribution and use;

(v) encourage health seeking behaviour for STD's;

(vi) enforce the use of universal infection control measures;

(vii) create an environment that is conducive to openness, disclosure and acceptance amongst all staff;

(viii) endeavour to establish a wellness program for employees affected by HIV/AIDS;

(ix) provide access to counseling and other forms of social support for people affected by HIV/AIDS;

(x) maximise the performance of affected employees through reasonable accommodation, such as investigations into alternative sick leave allocation;

(xi) develop strategies to address direct and indirect costs associated with HIV/AIDS in the workplace, as outlined under item 14.4;

(xii) regularly monitor, evaluate and review the program.

15.2.2 Employers should take all reasonable steps to assist employees with referrals to appropriate health, welfare and psychosocial facilities within the community, if such services are not provided at the workplace.

16. INFORMATION AND EDUCATION

16.1 The Department of Labour should ensure that copies of this code are available and accessible.

16.2 Employers and employer organisations should include the Code in their orientation, education and training programs of employees.

16.3 Trade unions should include the Code in their education and training programs of shop stewards and employees.

GLOSSARY

Affected employee: an employee who is affected in any way by HIV/AIDS e.g. if they have a partner or a

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	family member who is HIV positive.
AIDS:	AIDS is the acronym for "acquired immune deficiency syndrome". AIDS is the clinical definition given to the onset of certain life-threatening infections in persons whose immune systems have ceased to function properly as a result of infection with HIV.
Epidemiological:	the study of disease patterns, causes, distribution and mechanisms of control in society.
HIV:	HIV is the acronym for "human immuno deficiency virus". HIV is a virus which attacks and may ultimately destroy the body's natural immune system.
HIV testing:	taking a medical test to determine a person's HIV status. This may include written or verbal questions inquiring about previous HIV tests, questions related to the assessment of 'risk behaviour' (for example questions regarding sexual practices, the number of sexual partners or sexual orientation); and any other indirect methods designed to ascertain an employee's or job applicant's HIV status.
HIV positive:	having tested positive for HIV infection.
Infected employee:	an employee who has tested positive for HIV or who has been diagnosed as having HIV/AIDS.
Informed consent:	a process of obtaining consent from a patient which ensures that the person fully understands the nature and implications of the test before giving his or her agreement to it.
Policy:	a document setting out an organisation's position on a particular issue.
Pre and post test Counseling:	a process of counseling which facilitates an understanding of the nature and purpose of the HIV test. It examines what advantages and disadvantages the test holds for the person and the influence of the result, positive or negative, will have on them.
Reasonable Accommodation:	means any modification or adjustment to a job or to the workplace that is reasonably practicable and will enable a person living with HIV or AIDS to have access to or participate or advance in employment.
STD's:	acronym for "sexually transmitted diseases". These are infections passed from one person to another during sexual intercourse, including syphilis, gonorrhea and HIV.
Surveillance testing:	This is anonymous, unlinked testing which is done in order to determine the incidence and prevalence of disease within a particular community or group to provide information to control prevent and manage the disease.

ANNEXURE C

ATTENDANCE OF WORKER REPRESENTATIVES ON NATIONAL AND REGIONAL

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BARGAINING COUNCIL COMMITTEE

- The employer and trade union parties agree that it is important that workers representatives, appointed by the union to serve on the Bargaining Council National and Regional Committees, should participate at that level.

- To this end, the trade unions will by the 31 January of each year, notify the Council Secretary in writing of the names and contact details of the union worker representatives appointed to serve on these National and Regional Committees.

- The Council will maintain a register of these union representatives.

- The Council will, during February each year, notify the companies concerned of the appointment of their employees onto the specific Bargaining Council Committee/s and of the scheduled meeting dates of the committee/s for the year ahead.

- Where the Company is unable, for operational or other valid reasons to accept the absence of the employee on the dates concerned it shall immediately communicate with the Council in order that the problem is addressed. The Council Secretary may call upon a senior trade union official and employer representatives to assist in attempting to achieve an amicable resolution of the problem, including meeting with the employer in order to address the specific problems identified.

- Absence from the workplace to attend each scheduled meeting must be based on reasonable prior notice of the meeting to the employer supported by the presentation of the Agenda of the meeting by the worker representative.

- The representative's travelling and accommodation expenses will be borne by the Council.

ANNEXURE D

PERFORMANCE BASED PAY FRAMEWORK

1. Objective

Subject to the provisions of clause 37 of this Agreement, an employer, his employees, worker representatives and trade union(s) representing the affected employees may, by mutual agreement, enter into voluntary consultations to conclude a performance based pay agreement with the objective of achieving measurable improvements in performance and reward at company level in terms of the principles and guidelines contained in this Annexure.

2. Performance Based Pay Guidelines

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Consultations at company level to achieve this objective should be conducted in accordance with the following principles and guidelines:

(a) Parties accept the principle that on target performance is being achieved.

(b) The model has as its objective the rewarding for superior performance.

(c) Parties acknowledge that the performance based pay model in its application will apply to all scheduled employees in a common measurement framework.

(d) Parties agree that the areas of measurement are capable of being measured.

(e) Parties acknowledge that the areas of measurement can in practice be measured.

3. Areas of Measurement

The areas of measurement to achieve these objectives are:

(a) Safety

(b) Quality - in terms of maintenance, repair and construction / modernisation

(c) Customer Satisfaction - in terms of maintenance, repair and construction / modernisation

(d) Controlled Callbacks

4. Measurement Framework

Any benefit improvement proposed by the employer in terms of the performance based pay agreement must be directly linked to the performance based pay framework agreed by the parties to this Agreement.

Area of Measurement	***Output***	***Standards (how measured)***	***Time Frame***	**Rating**
SAFETY:	Adhered to communicated Company safety requirement	- Adhered to Company policies and procedures - Adhered to OSH ACT	Monthly	

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		- Zero accident / Incidents		
QUALITY: MAINTENANCE	Completed maintenance schedule	- No outstanding maintenance activity on schedule - All work tickets signed off by customer - No lift and escalator Annexure Items found at audits - Record keeping - Verification certificate	Monthly	
REPAIR	Completed repairs activities as planned	- Adhered to agreed lead times and costs	As per repair schedule	
CONSTRUCTION/ MODERNISATION	Installed according to specification and agreed timeframe	- Adhered to completion dates - No rework as result of installation process	As per installation schedule	
CUSTOMER SATISFACTION: MAINTENANCE	Maximised customer satisfaction	- Zero customer complaints - Zero customer miss visits - Customer commendations	Monthly	
REPAIR	Maximised customer satisfaction	- Zero call-back after completion - Zero rework after completion	As per repair schedule	
CONSTRUCTION/ MODERNISATION	Maximised customer satisfaction	- Zero controllable call-backs after completion	As per installation activity schedule	

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		- Zero rework after completion -		
CONTROLLED CALLBACKS:	Achieved controllable call-back reduction target	- Responded within the specified time - Fixed the problem first time - Mean Time between Call backs	Monthly	

***** Five point rating scale**

PERCENTAGE OF PERFORMANCE BASED PAY REWARD:

1 = Not met
2 = Partially met
3 = Met
4 = Well meet
5 = exceptionally met

Up to 12 POINTS = 0%
From 13 - 15 POINTS = 50%
From 16 - 19 POINTS = 80%
20 POINTS = 100%

It is the express intention of the parties to this Agreement that the decision whether or not to introduce a performance based pay agreement at company level should be a voluntary one on both sides.

5. Implementation

Any performance based pay agreement concluded, at company level, shall be recorded in writing and signed by the employer, trade unions representing the affected employees and/or employee representative body and should contain the following elements:

(i) The parties to the agreement including any representative trade unions and employee representative bodies;
(ii) The date of the implementation, period of operation and termination provisions;
(iii) Details of the relevant benefit improvement in accordance with the terms of the performance based pay agreement;
(iv) A commitment to the disclosure of any relevant available information appropriate to the attainment of the objectives of the performance based pay agreement;
(v) A statement of intent with regard to the overall purpose and objectives of the performance based pay agreement;

(vi) The relevant performance based pay formulae, indices, standards, targets and/or objectives appropriate to the agreement;

(vii) A feedback and communication system to inform employees of targets reached, standards met and the applicable benefits; and

(viii) A dispute resolution procedure."

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:

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- 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, jewelry 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.

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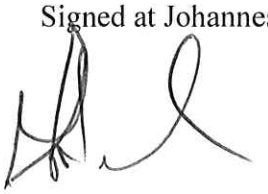
It is recommended that employers should include the guide in their orientation, education and training programmes of employees.

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 the 1st day of September 2021.



M. Lavender
Member on behalf of the LEA

S. Mayisela
Member on behalf of the SAEWA

Sicelo Nduna
CEO (Council Secretary)