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GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1491

27 November 1998

LABOUR RELATIONS ACT, 1995

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL: EXTENSION OF COLLECTIVE RE-ENACTING AND AMENDING MAIN AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Metal and Engineering Industries Bargaining Council and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from 30 November 1998 and for the period ending 30 June 1999.

M. M. S. MDLADLANA
Minister of Labour

No. R. 1491

27 November 1998

WET OP ARBEIDSVARHOUDINGE, 1995

**METAAL-EN-INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN KOLLEKTIEWE
HERBEKRAFTIGINGS-EN-WYSIGINGS HOOFDOOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die kollektiewe ooreenkoms wat in die Bylae hiervan verskyn en wat in die Metaal- en Ingenieursnywerhede Bedingingsraad aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 30 November 1998 en vir die tydperk wat op 30 Junie 1999 eindig.

M. M. S. MDLADLANA**Minister van Arbeid**

Nota: 'n Afrikaanse vertaling van die ooreenkoms by die Engelse kennisgewing is beskikbaar by die Raad.

SCHEDULE**METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL****COLLECTIVE MAIN AGREEMENT**

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

Association of Electrical Cable Manufacturers of South Africa
Association of Metal Service Centres of South Africa
Border Industrial Employers' Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association (South Africa)
Covered Conductor Manufacturers' Association
Electrical Engineering and Allied Industries' Association
Electrical Manufacturers' Association of South Africa
Electronics and Telecommunications Industries' Association
Gate and Fence Association
Hand Tool Manufacturers' Association (HATMA)
Lift Engineering Association of South Africa
Light Engineering Industries' Association of South Africa
Materials Handling Association
Natal Engineering Industries' Association
Non-ferrous Metal Industries' Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa (RATA)
Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
Sheetmetal Industries' Association of South Africa
S.A. Association of Shipbuilder and Repairers
S.A. Electro-Plating Industries' Association
S.A. Engineers and Founders' Association
S.A. Fastener Manufacturers' Association (SAFMA)
S.A. Refrigeration and Air Conditioning Contractors' Association (SARACCA)
S.A. Post Tensioning Association (SAPTA)
S.A. Pump Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association (SARCEA)
S.A. Tube Makers' Association
S.A. Valve and Actuator Manufacturers' Association (SAVAMA)
S.A. Wire and Wire Rope Manufacturers' Association

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

Metal and Electrical Workers' Union of South Africa
Mineworkers' Union
National Employees' Trade Union
National Union of Metalworkers of South Africa
Radio, Television, Electronics and Allied Workers' Union
S.A. Electrical Workers' Association
S.A. Workers' Union
Steel, Engineering and Allied Workers' Union of S.A. (SEAWUSA)

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

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

(1) Any reference in this Agreement to the Republic of South Africa and/or the Provinces of the Cape of Good Hope, the 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), and the terms of this Agreement shall be observed—

- (a) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa;
- (b) in the Provinces of the Transvaal and Natal by the section of the Industry concerned with the installation, repair and servicing of radios, refrigerators and domestic electrical appliances;
- (c) in the Magisterial Districts of Durban, East London, Johannesburg, Pietersburg, Pinetown and The Cape by the section of the industry concerned with radio manufacture;
- (d) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions.

(2) Notwithstanding the provisions of subclause (1), clauses 1 (1) (d), 2, 3, 18 and 26 of Part I of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.

(3) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to the following:

- (a) The installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State.
- (b) The manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Boksburg, Johannesburg, Pietermaritzburg and Vereeniging.
- (c) The manufacture of aluminium sheet and/or foil, and interrelated operations.
- (d) The installation and/or repair and/or maintenance of electrical lifts and escalators.
- (e) The production of iron and/or steel and/or ferro-alloys.
- (f) The installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in clause 3 of Part I of the Agreement published under Government Notice No. R. 404 of 31 March 1998 in the Provinces of the Cape of Good Hope and the Orange Free State.
- (g) The manufacture of tungsten carbide (hard metal).
- (h) The assembling, servicing, installation, maintenance and/or repair of appliance, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculation and/or office and/or educational procedures.
- (i) The Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal.
- (j) The installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State.
- (k) The manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining.
- (l) The undertaking of Union Steel Corporation of South Africa (Pty) Limited, in the Magisterial District of Vereeniging, Transvaal.
- (m) The Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape.
- (n) The production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria.
- (o) The undertaking of Alusaf (Pty) Ltd in the Magisterial District of Lower Umfolozi.
- (p) (i) The manufacture by mass-production methods from sheet metal of a gauge not exceeding 2,108 mm of—
 - (aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture for such containers by any person of the packaging of his own products;
 - (ab) bottle, jar and other container closures;
 - (ac) plain or lithographed metal toys;
 - (ad) plain or lithographed display tablets;

- (ii) the manufacture of plain or lithographed, rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this paragraph, "rigid tube" means a container, and a "container" means a plain or lithographed article designed for the packing for transport or sale of products, and capable of being closed by means of a lid or cap or any other type of closure.
- (q) The manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinplate.
- (r) The erecting, on site, of products referred to in the preamble to Division D/7 of Part II of the Agreement published under Government Notice No. R. 404 of 31 March 1998.
- (s) The servicing and/or maintenance and/or repairing of lawn-mowing machines, cultivators, sickle-cutters, grass-cutters, edge-trimmers, chainsaws and/or parts and/or components thereof.
- (4) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to—
 - (a) apprentices only to the extent to which they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and
 - (b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.
- (5) Notwithstanding the limitation of the Agreement to the operations therein scheduled—
 - (a) the provisions of the clauses relating to Leave Pay, Additional Leave Pay and Leave Enhancement Pay of Part I of the Agreement published under Government Notice No. R. 404 of 31 March 1998 shall apply to all employees employed in operative processes receiving a rate of pay equivalent to or more than that prescribed from time to time in the Agreement for Rate D employees, whether paid weekly or monthly, but excluding payment for overtime;
 - (b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate H as prescribed from time to time in Part II of this Agreement.

For the purposes of this subclause, "employed in a manufacturing or production process" shall apply to those employees whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement. This provision shall not apply to the work carried out by administrative staff and/or those employees employed in non-production operations.

(6) The conditions of employment of watchmen shall be regulated by the provisions of this Agreement, except in respect of ordinary working hours, which shall be a maximum of 48 hours per week.

2. CLAUSE 2: PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 30 June 1999.

3. SPECIAL PROVISIONS

The provisions contained in clause 28 of the Agreement published under Government Notice No. R. 404 of 31 March 1998 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 27, and 29 to 39 of Part I and Part II of the Former Agreement shall apply to employers and employees.

5. CLAUSE 3: DEFINITIONS

In the introductory paragraph of the definition of "Iron, Steel, Engineering and Metallurgical Industry", substitute the expression "(subject to the provisions of any demarcation determination made in terms of section 76 of the Labour Relations Act, 1956)" for the expression "(subject to the provisions of any demarcation determination made in terms of section 62 of the Labour Relations Act, No. 66 of 1995 and section 76 of the Labour Relations Act, 1956)" wherever it appears.

6. CLAUSE 7: SHORT TIME

Substitute the following for subclause (1) (a):

"(1) Notification:

- (a) An employer shall give the Regional Council, affected employees and affected trade unions two clear working days' notice of the intention to implement or increase or reduce short time hours. The employer shall, during the two-day notification period, consult with the representatives of the trade union and/or elected shop stewards on the manner in which the short time working will operate."

7. CLAUSE 8: PAYMENT OF EARNINGS

- (1) Delete subclause (3) (i).
- (2) Insert the following new subclause (4):

“(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 no 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.”
- (3) Renumber subclauses (4) and (5) to read (5) and (6), respectively.
- (4) Insert the following new subclause (7):

“(7) 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.”

8. CLAUSE 9: MATERNITY LEAVE

- (1) Insert the following new subclause (2) (b):

“(b) Where the employee bears a stillborn child the employee shall be entitled to six weeks' unpaid maternity leave.”
- (2) Renumber subclauses (b), (c), (d), (e) and (f) to read (c), (d), (e), (f) and (g), respectively.

9. CLAUSE 12: LEAVE PAY

- (1) Delete subclause (1) (d).
- (2) Substitute the following for subclause (8):

“(8) 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 the last became entitled to the paid leave, whichever is the later.”

10. CLAUSE 17: ALLOWANCES

Substitute the following for subclause (2):

- “(2) **Abnormally dirty work allowance** (for “abnormally dirty work” as defined):
 - (a) Where an employee (other than an employee expressly engaged as a cleaner) is required to work on abnormally dirty work, he shall be paid an allowance, in addition to any other remuneration to which he is entitled under this Agreement, of 45c per shift or part thereof.
 - (b) Where an employee has completed the hours of an ordinary shift on abnormally dirty work, he shall, when he works overtime on abnormally dirty work for not less than four hours, be paid a further 45c.”

11. CLAUSE 18: TERMINATION OF EMPLOYMENT

Insert the following new subclause (5):

- “(5) The services of an employee shall not be terminated only on the grounds that the employee is HIV positive (Human Immunodeficiency Virus).”

12. CLAUSE 22: INSURANCE OF TOOLS

Substitute the following for the existing clause:

“Every employer shall take out an insurance policy with a registered insurance company insuring tools, that are the private property of his journeyman, apprentice and machinist employees, against damage or destruction on the employer's premises by fire. The maximum cover under this clause for insurance of tools shall be R750 per employee referred above.”

13. NEW CLAUSE 29

Substitute the following for the existing clause:

"Payment in respect of injury on duty

- (1) Where an employer in terms of section 47 (3) of the Compensation for Occupational Injuries and Diseases Act, 1993, is of reasonable belief that an employee's absence from work resulting from an injury on duty will be compensable under that Act, the employer shall pay an amount to the employee equivalent to 75% of the employee's actual hourly rate for such 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.
- (2) Whenever an employee is absent from work through occupational sickness or injury not recognised as compensable in terms of Compensation for Occupational Injuries and Diseases Act, 1993, [see section 22 (2)] he shall be paid as follows:
 - (a) In respect of employers and employees covered by the provisions of the Metal and Engineering Industries Sick Pay Fund Agreement, the employee's actual hourly rate of pay for any period of absence up to a maximum of three working days. Such payment made to the employee concerned shall be recoverable from the Metal and Engineering Industries Sick Pay Fund by the employer.
 - (b) In respect of employers and employees not covered by the provisions of Metal and Engineering Industries Sick Pay Fund Agreement, the provisions of clause 34, "Paid Sick Leave", of the Former Agreement shall apply."

14. CLAUSE 33: TECHNOLOGICAL CHANGES AND WORK REORGANISATION

- (1) Substitute the following for Subclause (1):

"(1) If during the currency of the Agreement representations are at any time made to the Council that any job description in respect of the performance of any work is unsuitable as the result of technical changes introduced subsequent to the date of coming into force of this Agreement, such representations shall be considered at the first ensuing meeting of the Council, which shall decide whether the conditions shall be amended, or whether circumstances warrant a recommendation being made to the Independent Exemptions Body for an exemption to be granted so as to authorise the application of more appropriate conditions, or whether the conditions applicable under the Agreement shall apply to such work without modification."

- (2) Substitute the following for subclause (2) (b):

"(b) Ergonomic committee:

- (i) An ergonomic committee shall be established at plant level, comprising representative trade union(s), any employee representative body and designated management representative or representatives. This committee shall have 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, and the 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.
- (ii) This committee shall also consult in an endeavour to reach agreement on the following issues:
 - (aa) The training or re-training 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; and
 - (ab) the impact on the health and safety and work environment of workers as a consequence of such technological change."

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

"(c) Where the introduction of new technology, work reorganisation and/or outsourcing and insourcing may result in retrenchments or redundancies the security of employment provisions in this Agreement (clause 35) shall be observed."

- (4) Insert the following new subclause (4):

"(4) 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 of this outsourcing or insourcing not less than 42 days prior to the implementation date. 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 such outsourcing or insourcing.

15. CLAUSE 34: PAID SICK LEAVE

- (1) Delete subclause (6) (d).
- (2) Re-number subclause (e) to read (d).

16. CLAUSE 35: SECURITY OF EMPLOYMENT AND SEVERANCE PAYMENT

Substitute the following for subclause (1) (a):

- "(1) (a) In the case of retrenchment an employer, subject to subclause (2), 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 the time of retrenchment;
- in respect of each completed year's service with the same employer."

17. NEW CLAUSE 40

Insert the following new clause 40:

40. PRODUCTIVITY BARGAINING

- (1) The parties have agreed that productivity agreements may be entered into on the terms set out in Annexure D.
- (2) Any agreement entered into shall be submitted to the appropriate Regional Council for record purposes.

18. NEW CLAUSE 41

Insert the following new clause 41:

**"41: EXTENSION OF THE AGREEMENT TO THE FORMER INDEPENDENT STATES AND
SELF-GOVERNING TERRITORIES**

The scope of the Main Agreement shall be extended to the former independent states and self-governing territories in accordance with the terms and conditions set out in Annexure E."

PART II

19. Substitute the following for clauses 1, 2 and 3:

"1. WAGES AND/OR EARNINGS

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

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

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

- (a) Except as provided for in Wage Tables (b) to (e) hereunder, the wage rates prescribed in Wage Table (a) are applicable to all operations listed as Rates A, A1, AA, AB, B, C, D, DD, DDD, E, F, G and H, including watchman's work in—

Schedule G
Schedule M
Division D/O to D/32
Schedules E/1 and E3
Division E/2.

- (b) Wage rates prescribed in Wage Table (b) are applicable to employees employed as vehicle drivers and have general application throughout the Technical Schedules in this Agreement.
- (c) Wage rates prescribed in Wage Table (c) have specific application to the operations listed therein.
- (d) Wage rates prescribed in Wage Table (d) apply only to the operations listed in Schedule F.
- (e) Wage rates prescribed in Wage Table (e) apply to apprentices only.

(1) (a) Any employee who at the date of coming into operation of this Agreement was in receipt of a higher rate than that prescribed in the Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed.

(b) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in the Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus, as a guaranteed personal increase, an additional amount for his class of work, as set out in the Wage Tables hereunder: Provided that—

- (i) the additional amount payable in terms of this subclause to an employee for his class of work may be reduced by the amount of any increases granted to such employee on or subsequent to 1 July 1998: Provided that any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 1998 shall be remunerated by the payment of an amount within 16 weeks after the date of the coming into operation of this Agreement on the basis stated below:

Amount per hour for the employee's class of work pre- scribed above	Less (if any)	Amount per hour of any increase granted to the employee on or after 1 July 1998
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multiplied by the number of hours which the employee concerned was entitled to payment of his wage for the period from the start of his first shift on or after 1 July 1998 to the first shift for which the amount per hour for the employee's class of work as prescribed above is paid or the date of coming into operation of this Agreement, whichever is the later: Provided further that if the number of said hours includes hours other than ordinary hours worked then the above calculation must be performed separately in respect of the ordinary hours worked and each category of overtime hours in order to include the prescribed overtime premium provided for in this Agreement in each case;

- (ii) any employee who was engaged after 1 July 1998 at a rate of pay not less than the rate of pay prescribed for his class of work as at the date of coming into operation of this Agreement shall not be entitled to be paid the additional amount specified in this subclause for his class of work;
- (iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subclause for his class of work has been awarded on or subsequent to 1 July 1998 and no employee shall be paid wages at a rate for his class of work specified in this Agreement;
- (iv) for the purposes of this Agreement the rate applicable in terms of this subclause shall *mutatis mutandis* apply to employees employed in incentive bonus work in terms of clause 10 of Part I of the Former Agreement;
- (v) an employer who intends to grant general increases to all employees, or all employees in a particular category of employees, in excess of the guaranteed personal minimum increases provided for of this Agreement, shall consult the employees concerned: Provided that, in respect of employees who are members of a union, if the employer is a member of any of the employers' organisations which are parties to the Agreement, the employer shall consult the trade unions concerned;
- (vi) where an employer, following such consultation, grants such increases over and above the provided for in this Agreement, the Bargaining Council shall be notified of the increases granted.

(2) No employee shall be required as part of his contract of service to accept board or lodging or both from his employer, nor to purchase any goods or hire any property from his employer. Where an employee agrees to accept board or lodging or both from his employer the employer may deduct from such employee's wages or earnings such amount as agreed upon for the payment of board or lodging or both: Provided that the Council is notified in writing prior to the said deductions being made and the amounts thereof.

(3) No employee shall be employed on more than one occupation scheduled in this Agreement at different rates of pay in any one week, including any overtime worked at a higher-paid occupation, unless payment is made as if such employee had been employed for the whole of the week on the highest-paid occupation: Provided that where a lower-paid employee is temporarily substituted for a higher-paid employee who is absent from his work and not employed elsewhere in the establishment, such substituted employee shall be paid at the higher rate only for the period he actually worked at the higher-paid occupation. Any period of substitution of less than one-half shift in the aggregate in any one week shall not count for payment at the higher rate.

(4) Subject to the provisions of subclauses (1) to (3), inclusive, no employer shall pay to the employees engaged on any of the classes of work hereinafter specified in the following Wage Schedules wages and/or earnings lower than those stated against such classes and no employee shall accept wages and/or earnings lower than those stated against such classes and no employee shall accept wages and/or earnings lower than those stated against such classes.

2. ALLOWANCES

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

(1) Subsistence allowance under Groups A and B:

Grade	Allowance per day
Rates A to B.....	R37,00
Rates C to DDD.....	R35,00
Rates E to H.....	R32,00
<i>Structural engineering</i>	
Categories 4 and 5.....	R37,00
Category 3.....	R35,00
Categories 1 (a), 1 and 2.....	R32,00

(2) Abnormally dirty work allowance (employees other than employees expressly engaged as cleaners):

The allowance payable is 45 cents per shift or part thereof plus a further 45 cents where working overtime on abnormally dirty work for four hours or more.

(3) Height allowance: Eight per cent of the employee's normal hourly rate when working aloft on ships and/or floating vessels.**3. WAGE TABLES**

(a) Wage rates applicable to operations scheduled at rates A to H, including watchman's work, throughout this Agreement

CLASS OF WORK	GUARANTEED PERSONAL INCREASE (To be the greater of the amount calculated in terms of Column A or the amount reflected in Column B)		New minimum hourly wage rates
	A	B	
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 1998	Amount per hour	
	%	CPH	R
Rate A and A1.....	6,50	113	18,57
Rate AA.....	6,65	109	17,45
* Rate AA-start.....	6,80	104	16,39
Rate AB.....	6,95	100	15,40
Rate B.....	7,10	96	14,47
Rate C.....	7,25	93	13,70
Rate D.....	7,40	91	13,20
Rate DD.....	7,55	84	12,03
Rate DDD.....	7,70	81	11,31
Rate E.....	7,85	77	10,63
Rate F.....	8,00	74	10,00
Rate G.....	8,00	70	9,39
Rate H (including watchman's work).....	8,00	65	8,83

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

(b) Wage rates applicable to vehicle driving—external transport including forklift driving:

CLASS OF WORK	GUARANTEED PERSONAL INCREASE (To be the greater of the amount calculated in terms of Column A or the amount reflected in Column B)		New minimum hourly wage rates
	A	B	
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 1998	Amount per hour	
CLASS OF WORK	%	CPH	R
[Schedule G (a) (iv)]			
(1) Forklift driving of power-operated forklift controlled from on board by the operator (job grade F)	8,00	74	10,00
(2) Driving of a load-carrying or hauling vehicle which requires a Code 08 Light Motor Vehicle Licence to be held by the driver (job grade E)	7,85	77	10,63
(3) Driving of load-carrying or hauling vehicle which requires a Code 10 Heavy Motor Vehicle Licence or a Code 11 Extra Heavy Motor Vehicle Licence to be held by the driver (job grade DD)	7,55	84	12,03
(4) Driving of a load-carrying or hauling vehicle which requires a Code 13 or 14 Heavy Articulated Motor Vehicle Licence to be held by the driver (job grade C)	7,25	93	13,70

(c) Wage rates with specific application to the operations listed herein:

CLASS OF WORK	GUARANTEED PERSONAL INCREASE (To be the greater of the amount calculated in terms of Column A or the amount reflected in Column B)		New minimum hourly wage rates
	A	B	
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 1998	Amount per hour	
CLASS OF WORK	%	CPH	R
SCHEDULE G			
(i) Learners:			
Rate D Operation 1:			
First three months of experience (Rate D, less 10%	6,66	82	11,88
Second three months of experience (Rate D, less 5%	7,03	86	12,54
Thereafter Rate D	7,40	91	13,20

CLASS OF WORK	GUARANTEED PERSONAL INCREASE (To be the greater of the amount calculated in terms of Column A or the amount reflected in Column B)		New minimum hourly wage rates
	A	B	
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 1998	Amount per hour	
CLASS OF WORK	%	CPH	R
Provided that—			
(i) no employee may be engaged upon incentive bonus work during the learner- ship period;			
(ii) an employer who wishes to train an employee for any of the classes of work for which no learnership or probationary period is provided may do so only with the prior approval of the Council, which shall prescribe the conditions under which per- mission for such employment is granted.			
(2) Vitreous enamelling:			
Operation 1 (a):			
First duster (Rate B)	7,10	96	14,47
Operation 1 (b):			
Second duster (Rate D)	7,40	91	13,20
(3) Section (d):			
Structural Engineering Wage Categories:			
Category 5	6,50	113	18,57
Category 4	6,88	106	16,48
Category 3	7,25	93	13,78
Category 2	7,63	78	10,99
Category 1	8,00	65	8,83
Category 1 (a)	—	—	7,28
(2) DIVISION D/4:			
Rate B Operation 1:			
First six months of experience (Rate F)	8,00	74	10,00
Second six months of experience (Rate DDD)	7,70	81	11,31
Third six months of experience (Rate D)	7,40	91	13,20
Fourth six months of experience (Rate C)	7,25	93	13,70
Thereafter Rate B	7,10	96	14,47
(3) DIVISION D/12			
Learnership periods and rates of pay therefor:			
Rate B—Newcomers:			
First two months of experience Rate DD)	7,55	84	12,03
Second two months of experience Rate (D)	7,40	91	13,20
Third two months of experience (Rate C)	7,25	93	13,70
Thereafter Rate B	7,10	96	14,47

CLASS OF WORK	GUARANTEED PERSONAL INCREASE (To be the greater of the amount calculated in terms of Column A or the amount reflected in Column B)		New minimum hourly wage rates
	A	B	
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 1998	Amount per hour	
CLASS OF WORK	%	CPH	R
<i>Rate C—Newcomers:</i>			
First two months of experience Rate DD)	7,55	84	12,03
Second two months of experience Rate (D).....	7,40	91	13,20
Thereafter Rate C	7,25	93	13,70
<i>Rate D—Newcomers:</i>			
First two months of experience Rate DD)	7,55	84	12,03
Thereafter Rate D	7,40	91	13,20
(4) DIVISION D/19:			
<i>Section (f):</i>			
Rate A Operation No. 1			
First year of experience (Rate AA-start)	6,80	104	16,39
Second year of experience (Rate AA)	6,65	109	17,45
Thereafter Rate A1	6,50	113	18,57
(5) DIVISION D/22:			
<i>Section (b):</i>			
Operation No. 1 (Rate D)	7,40	91	13,20
<i>Section (c):</i>			
Operations No. 1 to No. 5 (Rate D)	7,40	91	13,20
Operations No. 6 to No. 8 (Rate DDD) ...	7,70	81	11,31
Operations No. 9 to No. 21 (Rate G)	8,00	70	9,39
Operations No. 22 to No. 33 (Rate H)	8,00	65	8,83
(6) DIVISION D/23:			
Training periods:			
Newcomers to Rate DDD:			
First four months of experience (Rate F)	8,00	74	10,00
Thereafter Rate DDD	7,70	81	11,31
Newcomers to Rate E:			
First four months of experience (Rate (H)	8,00	65	8,83
Thereafter Rate E	7,85	77	10,63
(7) DIVISION D/24:			
<i>Rate Operation No. 1:</i>			
First three months of experience (Rate D, less 5%)	7,03	86	12,54
Thereafter Rate D	7,40	91	13,20
(8) DIVISION E/2:			
<i>Section (b):</i>			
First 12 months of experience (Rate AA- start)	6,80	104	16,39
Second 12 months of experience (Rate AA)	6,65	109	17,45
Thereafter Rate A1	6,50	113	18,57

(d) Wage rates applicable to operations in Schedule F only:

	GUARANTEED PERSONAL INCREASE (To be the greater of the amount calculated in terms of Column A or the amount reflected in Column B)		New minimum hourly wage rates
	A	B	
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 1998	Amount per hour	
CLASS OF WORK	%	CPH	R
Group Z	6,50	113	18,57
Group Y	6,69	90	14,38
Group IX	6,88	86	13,42
Group VIII	7,06	85	12,86
Group VII	7,25	83	12,25
Group VI	7,44	81	11,70
Group V	7,63	79	11,14
Group IV	7,81	77	10,60
Group III	8,00	76	10,20
Group II	8,00	72	9,76
Group I	8,00	69	9,37

(e) Wage rates applicable to apprentices only:

	GUARANTEED PERSONAL INCREASE (To be the greater of the amount calculated in terms of Column A or the amount reflected in Column B)		New minimum weekly wage rates
	A	B	
	Percentage increase on actual weekly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 1998	Amount per week	
YEAR OF APPRENTICESHIP	%	R	R
First year	6,50	24	395
Second year	6,50	27	436
Third year	6,50	32	519
Fourth year	6,50	47	767".
The hourly rate of all apprentices for the purposes of calculating overtime shall be the weekly wage paid, divided by 44.			

SCHEDULE D**20. TECHNICAL SCHEDULES**

Substitute the following for the existing heading:

"DIVISION D/14

PLASTICS MANUFACTURING DIVISION".

21. DIVISION D/18

Substitute the following for Division D/18:

"The following operations in wire drawing and/or working and/or weaving and/or forming manufacture:

Section (a): Wire drawing**RATE B**

1. Supervisory work, including setting up and final checking of the adjustments and changing of attachments.
'Supervisory work': Not less than one employee with supervisory knowledge to be employed in each department on each shift.

RATE G

1. Operating rod and/or wire straightening and/or cutting machine.
2. Operating rod and/or wire testing machine.
3. Operating wire covering extrusion machine.
4. Operating wire draw bench, including butt welding of wire by machine and brazing of wire and removal and replacement of attachments.

Section (b): Wire drawing die manufacture**RATE B**

1. Supervisory work, including repetition measuring of test wire micrometer, including the sizing of new dies.
2. Operating waxing machine, including grinding of outside diameter of die cases, including the use of fixed gauges.

RATE F

1. Repetition loading and/or unloading starting and/or stopping die ripping and/or re-grinding machines.
2. Repetition re-sizing of dies using wooded sticks and paste, including the use of sizing wire.
3. Repetition rough grinding of the cases for waxing.
4. Repetition rough grinding of needles and wooden sticks.

RATE G

1. Operating die battering hammer and/or fly pressing.

Section (c): Wire working and/or weaving and/or forming and/or fabrication**RATE B**

1. Marking out and/or setting up of bench work from drawings and/or dimensional sketch.
2. Supervisory work, including setting up and/or adjusting.

RATE D

1. Marking out and/or setting up of bench work to templates.

RATE F

1. Operating chain link and/or diamond mesh machine (including machine running adjustments when necessitated by the manufacturing process).

RATE G

1. Assembling of pre-manufactured components requiring no fitting or adjusting, but including deburring.
2. Operating automatic chain link and/or diamond mesh machine (including machine running adjustments when necessitated by the manufacturing process).
3. Operating barbed wire plant.
4. Operating loom.
5. Operating wire forming machine.
6. Operating wire netting plant.
7. Repetition drilling to pops and/or jigs and/or templates.
8. Repetition marking off to jigs and/or templates and/or lengths gauges.
9. Spot and/or butt and/or arc spot welding.

RATE H

1. Bending and/or forming to jigs and/or dies and/or stops and/or marks.
2. Coiling and reeling.
3. Cropping and/or shearing and/or cutting to templets and/or marks and/or stops and/or jigs and/or length gauges.
4. Cutting off waste wire and/or locking and/or clinching.
5. Making screens to size already drawn by a Rate B employee.
6. Minding of swifts for crimping, including stopping and/or starting machine for semi-automatic and/or hand-operated looms.
7. Operating automatic straightening machine.
8. Operating braiding machine.
9. Operating wire and strand winding and measuring machine and/or butt welding of wire by machine, including brazing of wire.
10. Repetition wire working and/or fabricating to jigs.
11. Square and/or other mesh screen weaving into rolls and/or sheets on hand-operated machine, i.e. feeding machine.
12. Weaving square and/or other mesh screening by hand.
13. Attending automatic crimping machine.
14. Bobbin filling.
15. Pirn filling.
16. Stitching of pot scourers and/or final binding of pot scourers by methods other than stitching.
17. Wrap beam filling.
18. Wrap beam minding.”.

22. NEW DIVISION D/19

Insert the following Division D/19:

“DIVISION D/19

WIRE AND WIRE ROPE MANUFACTURING DIVISION WAGE RATES APPLICABLE TO OPERATIONS SCHEDULED IN DIVISION D/19 ARE PRESCRIBED IN SECTION 1 (1) OF PART II OF THIS MANUAL

Section (a): Cable stranding plant**RATE AA**

1. * Supervisory work, including setting up and the final checking of the adjustments and changing of attachments.
- * **“Supervisory work”**: Not less than one employee with supervisory knowledge to be appointed in each department on each shift.

RATE C

1. Assisting in supervisory work.

RATE F

1. Supervising employees employed on classes of work below Rate F, including repetition “in process” checking of wire (not final checking).

RATE H

1. Operating an automatic wire winding machine, including butt welding of wire by machine and brazing of wire.
2. Operating a wire stranding machine, including butt welding of wire by machine and brazing of wire and removal and replacement of attachments, under supervision.
3. Operating hand-fed wire winding machine.

Section (b): Fibre core making plant**RATE B**

1. * Supervisory work, including setting up and/or adjusting and changing of attachments.
- * **“Supervisory work”**: Not less than one employee with supervisory knowledge to be appointed in each department on each shift.

RATE F

1. Supervising of employees employed on classes of work below Rate F, including repetition “in process” checking of wire (not final checking).

RATE H

1. Operating a fibre sliver preparing machine.
2. Operating a fibre yarn spinning-machine and/or stranding machine and/or closing machine.
3. Operating a fibre yarn winding machine.

Section (c): Wire drawing plant**RATE AA**

1. * Supervisory work, including setting up and the final checking of adjustments and changing attachments.
- * **"Supervisory work"**: Not less than one employee with supervisory knowledge to be appointed in each department on each shift.

RATE C

1. Assisting in the supervision of wire drawing, cleaning, heat treatment and wire testing.

RATE F

1. Supervising of employees employed on classes of work below Rate F, including repetition "in process" checking of wire (not final checking).

RATE G

1. Attending and/or minding heat treatment and/or cleaning and/or pickling and/or lime slaking and/or spent acid plant under the supervision of a Rate AA or C employee.
2. Operating a wire covering extrusion machine.
3. Operating rod and/or wire straightening and/or cutting machine.
4. Operating rod and/or wire testing machine.
5. Operating wire drawing bench, including butt welding of wire by machine and brazing of wire and removal and replacement of attachments, under the instructions of a Rate AA or C employee.

Section (d): Wire drawing die manufacture**RATE AA**

1. Supervisory work, including repetition measuring of test wire with micrometers.
2. Operating waxing machine, including grinding of the outside diameter of die-cases, and also the use of fixed gauges.

RATE F

1. Supervising of employees employed on classes of work below Rate F, including repetition "in process" checking of wire (not final checking).
2. Repetition resizing of dies, using wooden sticks and paste, including the use of sizing wire.
3. Repetition rough grinding of die cases of waxing.
4. Repetition rough grinding of needles and wooden sticks.
5. Repetition loading and/or unloading, starting and/or stopping the ripping and/or re-grinding machines (excluding setting up).

RATE G

1. Operating die battering hammer and/or fly press.

RATE H

1. Stamping data on the case.

Section (e): Wire galvanizing plant**RATE B**

1. * Supervisory work, including, setting up and/or adjusting and/or changing attachments.
- * **"Supervisory work"**: Not less than one employee with supervisory knowledge to be appointed in each department on each shift:

First three months of experience..... Rate C.

Thereafter..... Rate B.

RATE F

1. Supervising of employees employed on classes of work below Rate F, including repetition "in process" checking of wire (not final checking).

RATE G

1. Attending galvanizing plant when appointed as galvanizing plant attendant.

Section (f): Wire rope making plant**RATE A1**

1. Ropemaking, including supervisory work, setting up and/or adjusting and/or changing attachments.

Not less than one employee with supervisory knowledge to be appointed in each department on each shift:

First year of experience	} Refer to table
Second year of experience	
Thereafter	} of wages
	Rate A1

RATE F

1. Supervising of employees employed on classes of work below Rate F, including repetition "in process" checking of wire (not final checking).

RATE G

1. Operating stranding or closing machine, including butt welding of wire by machine and brazing of wire and removal and replacement of attachments under supervision.
2. Operating a strand and rope covering extrusion machine.

RATE H

1. Assisting operator of a stranding or closing machine.
2. Operating an automatic wire winding machine, including butt welding of wire by machine and brazing of wire.
3. Operating a hand-fed wire winding machine.
4. Operating a strand winding machine.
5. Application of rope dressing.
6. Attending grease plant, when appointed as grease plant attendant.

Section (g): Wire rope splicing plant**RATE B**

1. * Supervisory work including setting up.

* "Supervisory work": Not less than one employee with supervisory knowledge to be appointed in each department on each shift:

RATE F

1. Supervising of employees employed on classes of work below Rate F.

RATE G

1. Assisting in rope splicing.
2. Swaging, using dies.
3. Repetition operation of power saw to stops.

Section (h): Drum-making plant**RATE AA**

1. Cutting of timber for drums, battens, segments and flanges on woodworking machines (including setting up) (n.e.s.):

First year of experience	Rate C.
Thereafter	Rate B.

RATE F

1. Supervising of employees employed on classes of work below Rate F.

RATE G

1. Repetition cutting off to stops and/or jigs and/or fixtures.
2. Repetition rounding of spar ends on single purpose machine.
3. Repetition drilling to templates and/or marks and/or jigs and/or fixtures.
4. Repetition marking to templates.

RATE H

1. Assembling, reconditioning, painting and spraying of drums under supervision.
2. Dressing by hand or by-grinding, and/or portable power tool.
3. Punching and shearing of drum washers.
4. Repetition countersinking with twist drill and/or rosebit and/or reaming to stops.
5. Repetition bolt and/or rod screwing by machine and/or by hand.

Section (i): Miscellaneous**RATE H**

1. Operating a scrap material baling press and/or bundling machine.
2. Stamping labels and stencilling.
3. General labouring, including loading and/or unloading and transporting of materials by hand and/or mechanical appliances, which shall include tractors.

23. ANNEXURE A**SECURITY OF EMPLOYMENT AND SEVERANCE PAY****23. CLAUSE 3**

In clause 3 (b), renumber the existing paragraph (c) to read (c) (i), and insert the following subparagraph (ii):

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

24. ANNEXURE B**FIVE-GRADE JOB AND WAGE STRUCTURE**

- (1) Substitute the following for clause 8:

- "(8) For those establishments that implement the new job and wage system the following minimum wages will apply for the new five-grade structure. The actual wage structure, including the benchmark figure for artisans, shall be agreed at company level depending upon the nature and extent of multi-skilling, multi-tasking, broad-banding and employee flexibility agreed between the affected employer and trade union(s):

Grade 1: R10,21.
 Grade 2: R11,86.
 Grade 3: R13,78.
 Grade 4: R16,00.
 Grade 5: R18,57.

Note: These amounts will be increased in line with the increases to be agreed in the 1999/2000 and subsequent annual Main Agreement negotiations.

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

- (2) In the final sentence of clause 10, substitute the expression "clause 35" for the expression "clause 36".
- (3) Insert the following new clause 19:

"19. INDUSTRY TRAINING ISSUES

- (1) Principles that should inform the Recognition of Prior Learning Process (RPL)

The parties have agreed the following:

- (a) RPL is a process to give recognition to workers for the skill and knowledge that they already have. The RPL process involves assessment against agreed standards to obtain credits leading to certification.
- (b) In companies implementing the five grade system, all workers wishing to be assessed for the purpose of RPL in terms of unit standards required by the company for the employees' current occupations shall be allowed this opportunity. The time-frame for this assessment shall be agreed between worker representatives and management at company level. In companies not implementing the Five Grade system, assessment for the purpose of RPL shall take place by mutual agreement.
- (c) No worker shall be obliged to participate in the RPL process.
- (d) Now worker may be downgraded as a result of the RPL process.
- (e) Workers shall be assessed in a language of their own choice, in so far as this is practicable at the company concerned.
- (f) All decisions relating to the RPL process shall be decided on by the unions and employers jointly at national level.
- (g) RPL is not a once-off process but an ongoing process.

(2) Training Modules: Five Grade Structure

The parties have agreed to conclude negotiations on the number of unit standards per grade by 31 March 1998.

(3) Training of Industry Employees

- (i) The employer and trade union parties have agreed that workers identified in subparagraph (ii) shall have access to paid training, which will provide them with career development opportunities. Such paid training shall be appropriate to the needs of the organisation and the industry.
- (ii) In order to achieve this objective management shall jointly consider with worker representatives, at company level, appropriate training programmes to address identified skill deficiencies, the amount of training required and the identification of which employees require training.
- (iii) The above provisions shall not affect existing company-level training arrangements falling outside this framework.

25. NEW ANNEXURE D:

Insert the following Annexure D:

"Annexure D"**PRODUCTIVITY BARGAINING****1. Objective**

Subject to the provisions of clause 37 of the Main Agreement, an employer, his employees, any employee, any employee representative body and any trade unions representing the affected employees may, by mutual agreement, enter into voluntary negotiations to conclude a productivity agreement with the objective of achieving measurable improvements in productivity performance and work life at company level in terms of the principles and guidelines contained in this Annexure.

2. Productivity guidelines

An opportunity exists for employers, employees, trade union representatives and other employee representative bodies to negotiate agreements, at company level, with the objective of achieving measurable improvements in productive performance, increase productivity, efficiency, effective utilisation of all resources, flexibility and other related objectives. The negotiations to achieve these objectives should be conducted in accordance with the following principles and guidelines:

- (a) No party may adopt one element of the five-grade job and wage structure agreement annexed to this Agreement without adopting all of the other components of that agreement, namely—
 - (i) multi-skilling/multi-tasking/flexibility;
 - (ii) the five-grade job and wage model; and
 - (iii) job security as set out in the five-grade job and wage structure agreement.
- (b) It is recognised, however, in terms of the five-grade job and wage structure agreement that any job requires a degree of flexibility to meet normal operational requirements and changes. Under normal circumstances, this flexibility will therefore not, for purposes of (a) above, constitute an element of the job and wage structure agreement.
- (c) Any wage increases, benefit improvements and/or improvements to any other working conditions and conditions of employment negotiated in terms of the productivity improvement agreement must be directly linked to measures designed and agreed by the employer, employees, trade union representatives and other employee representative bodies to achieve real gains in productivity, efficiency, effective utilisation of all resources, flexibility and other related objectives. Any wage and/or benefit increases resulting from productivity gains shall be shared among the workers concerned. These gains shall be reflected separately from normal earnings. At company level the parties shall determine how these productivity gains will be shared.
- (d) All work reorganisation and other related issues undertaken within the context of this clause shall be a matter for negotiations, including new methods and approaches to work and work organisation.
- (e) Changes negotiated in terms of this procedure at the workplace must be genuine, be in accordance with the objectives and principles of this Annexure, be designed to improve efficiency and to enhance productivity and living standards without compromising health, safety and environmental standards.
- (f) It is the express intention of the parties to the Bargaining Council that the decision whether or not to negotiate and introduce productivity and efficiency improvement agreements at company level should be a voluntary one on both sides.

- (g) Any productivity agreement concluded in terms of this Agreement shall be recorded in writing and signed by the employer, any 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, termination provisions and renegotiation of productivity targets where appropriate;
 - (iii) details of the relevant wage increase, bonus, benefit improvement and/or improvements to any other working conditions and conditions of employment in accordance with the terms of the agreement;
 - (iv) a commitment to the disclosure of any relevant available information appropriate to the attainment of the objectives of the agreement in accordance with the provisions of the Act;
 - (v) a statement of intent with regard to the overall purpose and objectives of the agreement;
 - (vi) any relevant productivity formulae, indices, standards, targets and/or objectives appropriate to the agreement;
 - (vii) a mechanism for evaluating the scheme on an on-going basis and for making adjustments in the light of developments and changing circumstances;
 - (viii) a feedback and communication system to inform employees and their representatives of targets reached, standards met and the applicable incentive rewards;
 - (ix) a dispute resolution procedure; and
 - (x) details of how the productivity gains will be shared at company level.

3. Any agreement entered into in terms of this Annexure shall be submitted to the National Bargaining Council for record purposes.”.

26. NEW ANNEXURE E

Insert the following Annexure E:

“ANNEXURE E

EXTENSION OF THE MAIN AGREEMENT TO THE FORMER TBVC STATES SELF-GOVERNING TERRITORIES

The parties have agreed, in principle, to extend the scope of the Main Agreement to the former TBVC state, and self-governing territories, subject to the following conditions:

- (a) The extension will be undertaken on a region by region basis where the trade union and employer membership within the specific region is sufficiently representative in terms of the Act, namely:
- (i) The trade union parties represent the majority of the scheduled employees employed in the specific region; and
 - (ii) the party employer organisations employ the majority of the scheduled employees in the specific region.
- This will entail an application for variation of the scope of the Council in terms of section 58 of the Act, 1995.
- (b) The extension will be undertaken in accordance with the following principles:

(i) *Wage model*

A specific wage model will be agreed for the particular region in terms of which the existence of wage differentials between companies in the region will be recognised and a three-year phase-in period to attain the Main Agreement's minimum wage structure applicable at time of formulating the wage model will be determined.

(ii) *Leave enhancement pay (leave bonus)*

Payment of the leave enhancement pay (leave bonus) shall be made in accordance with the applicable provisions of the Main Agreement at full industry scheduled rates.

(iii) *Annual leave*

Payment for annual leave shall be made in accordance with the applicable provisions of the Main Agreement at full industry scheduled rates.

(iv) *Existing conditions of service*

All existing conditions of services not contained in these principles shall remain applicable and all remaining conditions of employment of the Main Agreement shall apply with effect from the agreed implementation date. Should employees presently enjoy conditions of service better than those provided above, the better conditions shall remain applicable.

(v) *Non-variable/peace clause*

During the currency of the wage model agreement the parties are prohibited from making any demand on the other for any amendment to, or variation of, the conditions of service specified herein.

The parties commit themselves to enter into negotiations concerning amendments and/or variations for the period subsequent to the expiry of this wage model agreement, under the auspices of a senior sub-committee of the Bargaining Council, and under the Chairmanship of the Bargaining Council.

The parties and their membership are prohibited from resorting to any form of industrial action relating to substantive conditions of service as contained in this Agreement during the currency of the wage model agreement. This shall not however, prevent the parties from exercising their right to industrial action relating to disputes arising from subsequent industry Main Agreement negotiations.

(vi) *Exemptions*

Should individual employers not be able to meet any obligations as contained in this agreement, consultation will take place as soon as possible at individual company level with representative trade unions and/or worker representatives. In the event of no agreement being reached in this regard the matter will be referred to the Bargaining Council's Independent Exemptions and Arbitration Board for final decision."

Signed at Johannesburg, for and on behalf of the parties, this 21st day of August 1998.

A. B. BENN

Member

D. A. CARSON

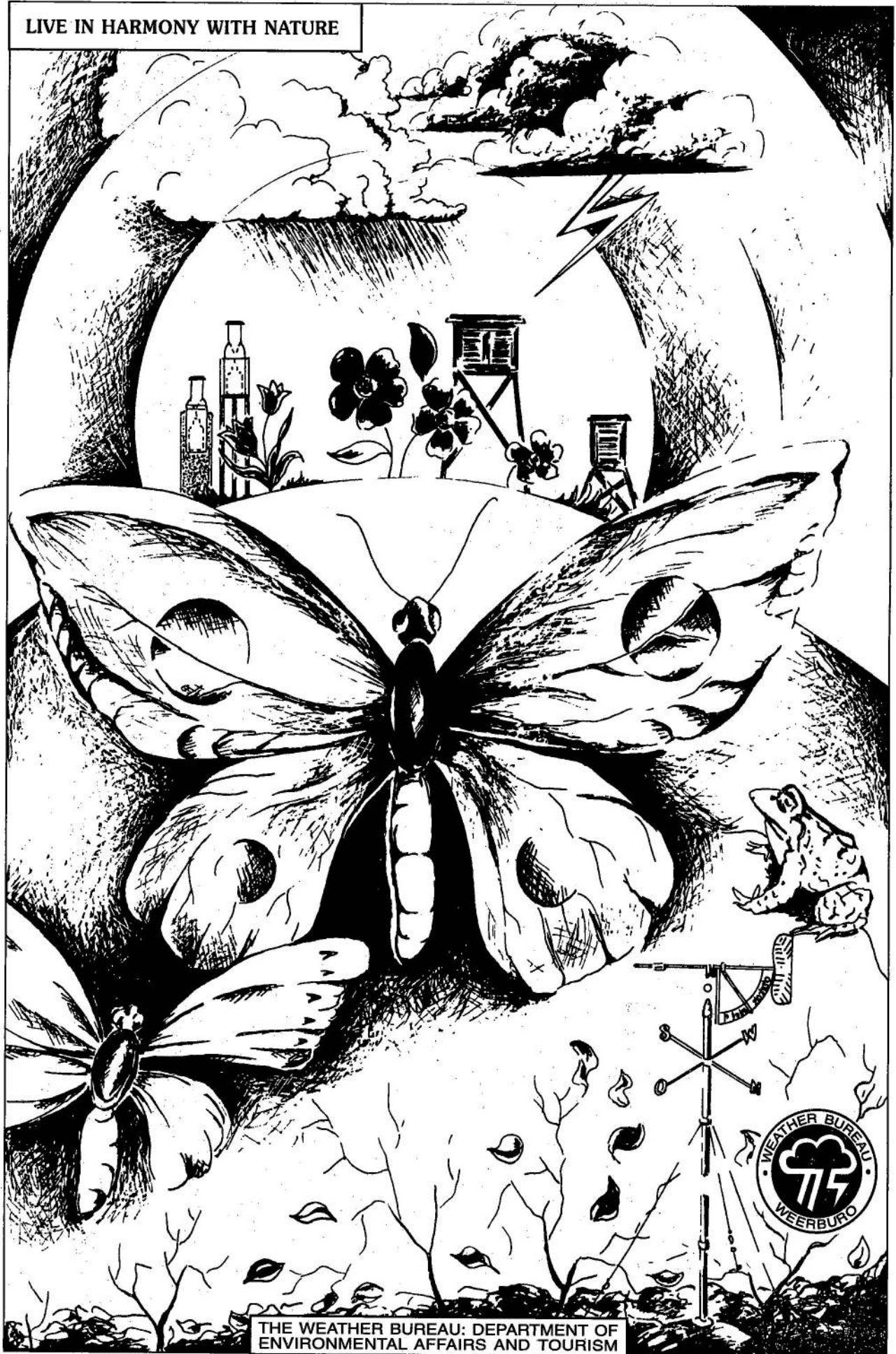
Member

D. G. LEVY

Council Secretary



LIVE IN HARMONY WITH NATURE



THE WEATHER BUREAU: DEPARTMENT OF
ENVIRONMENTAL AFFAIRS AND TOURISM

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