



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA

Regulation Gazette

No. 7436

Regulasiekoerant

Vol. 446

Pretoria, 16 August 2002
Augustus

No. 23742



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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID****No. R. 1081****16 August 2002**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL MAIN COLLECTIVE AGREEMENT

I, Membathisi Mphumzi Sheperd Mdladlana, Minister of Labour, hereby, in terms of Section 32 (7) of the Labour Relations Act, 1995, cancel Government Notices Nos R. 1051 of 26 October 2001 and R. 138 of 8 February 2002, with effect from 26 August 2002.

M.M.S. MDLADLANA

Minister of Labour

No. R. 1081**16 Augustus 2002**

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENTSKENNISGEWINGS

METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD HOOF KOLLEKTIEWE OOREENKOMS

Ek, Membathisi Mphumzi Sheperd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewings Nos. R. 1051 van 26 Oktober 2001 en R. 138 van 8 Februarie 2002 in, met ingang van 26 Augustus 2002.

M.M.S. MDLADLANA

Minister van Arbeid

No. R. 1082**16 August 2002**

LABOUR RELATIONS ACT, 1995

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

I, Membathisi Mphumzi Sheperd 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 26 August 2002 and for the period ending 30 June 2003.

M.M.S. MDLADLANA

Minister of Labour

No. R. 1082**16 Augustus 2002**

WET OP ARBEIDSVERHOUDINGE, 1995

METAAL- EN INGENIEURSNYWERHEDE BEDINGINGSRAAD: UITBREIDING VAN KOLLEKTIEWE HERBEKRAGTIGINGS- EN WYSIGINGSOOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Sheperd 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 26 Augustus 2002 en vir die tydperk wat op 30 Junie 2003 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 RE-ENACTING AND AMENDING 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
Consolidated Association of Employers of South Africa (CAESAR)
Constructional Engineering Association (South Africa)
Covered Conductor Manufacturers' Association
Electrical Engineering and Allied Industries' Association
Electrical Manufacturers' Association of South Africa (EMASA)
Electronics and Telecommunications Industries' Association
Federated Employers' Organisation of South Africa (FEOSA)
Gate and Fence Association
Hand Tool Manufacturers' Associations (HATMA)
KwaZulu-Natal Engineering Industries' Association
Lift Engineering Association of South Africa
Light Engineering Industries' Association of South Africa
Materials Handling Association
Non-ferrous Metal Industries' Association of South Africa
Plastics Convertors' 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
Small Enterprise Employers of South Africa (SEESA)
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—

Chemical, Energy, Paper, Printing, Wood and Allied Workers' Union (CEPPWAWU)
Electronic and Metal Workers' Union of South Africa
Metal and Electrical Workers' Union of South Africa
M.W.U. Solidarity
National Employees' Trade Union

National Union of Metalworkers of South Africa (NUMSA)**S.A. Electrical Workers' Association****Steel, Engineering and Allied Workers' Association (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,

to amend the Agreement published under Government Notice No. R. 404 of 31 March 1998, as amended and re-enacted under Government Notices R. 1491 of 27 November 1998, R. 941 of 6 August 1999, R. 1128 of 17 November 2001, R. 1051 of 26 October 2001 and R. 138 of 8 February 2002.

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

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 (1) (d), clauses 2 and 3 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 1 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 appliances, 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 Billiton Aluminium S.A. (Pty) Ltd, in the Magisterial District of Lower Umfolozi.

- (p) (i) The manufacture by mass-production methods from sheetmetal of a gauge not exceeding 2,108 mm of—
 - (aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any person for 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 "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 tinsplate of a gauge not exceeding 0,116 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinsplate.
- (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, and learners in terms of Chapters IV of the Skills Development Act 97, 1998, or any contract entered into or any conditions fixed hereunder; 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 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 paragraph, "employed in a manufacturing or producing 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 44 hours per week.

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 2003.

3. SPECIAL PROVISIONS

The provisions contained in clause 28 of the Agreement published under Government Notice No. R. 404 of 31 March 1998, as re-enacted and amended under Government Notices Nos. R. 1491 of 27 November 1998, R. 941 of 6 August 1999, R. 1128 of 17 November 2000, R. 1051 of 26 October 2001 and R. 138 of 8 February 2002 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 27, 29 to 44 of Part I and Part II of the former Agreement, shall apply to employers and employees.

5. CLAUSE 3: DEFINITIONS

Substitute the following for the introductory paragraph of the definition of "Motor Industry".

"Motor Industry" means (subject to the provisions of any demarcation determinations made in terms of section 76 of the Labour Relations Act, 1956, and/or section 62 of the Labour Relations Act, 66 of 1995".

6. CLAUSE 4: HOURS OF WORK

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

"(1) (a) The ordinary hours of work shall not exceed 40 in any one week for—
 (i) employees on day shift and/or night shift;
 (ii) employees working on the two- and/or three-shift system".

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

"(3) Overtime shall be voluntary and unless otherwise authorised by the Council, the maximum overtime that may be worked by an employee in any week, including work on Sundays, shall not exceed 10 hours per week: Provided that in establishments that operate a three-shift continuous process system, which includes up to a maximum of eight hours' overtime in the normal week, an employee shall be deemed to have agreed to regard such overtime as compulsory overtime if he accepts work at such an establishment. The additional hours worked by the employee, as a consequence of the reduction in working time in the Industry provided for in subclause (7) below, shall be paid at ordinary rates of pay."

- (3) Substitute the following for subclause (7):

"(7) Programme to reduce working hours to 40 per week:

The parties have agreed to introduce a 40-hour week in the Industry by way of the following working-time reduction programme:

Effective date of reduction in working hours	Maximum ordinary weekly hours
1 July 2002	40

Manner of implementation of the reduction of working hours

- (1) It is not the intention of the parties that the reduction should be achieved by reducing working hours on one particular day of the week only. The reduction in working hours should, accordingly, be spread over the full working week resulting in a 40-hour week and eight-hour working day over five days of the week.
- (2) The following approach is to be adopted with respect to the reduction in working hours:
 - (a) The wage rates set out in this Agreement have already been adjusted to accommodate the one-hour reduction in working time and no further adjustment is required at company level.
 - (b) It is the intention of the parties that the manner of the implementation of the one-hour reduction in working hours should be agreed at individual company level, following consultation and discussion in this regard and taking (1) above into account. Where, however, consensus is not reached, the following process is to be observed:
 - (i) Management, employees and their trade union representatives should meet with the objective of reaching mutual agreement on the manner of the implementation of the one-hour reduction.
 - (ii) In the event that management and employees are unable to reach mutual agreement on the manner implementation, the matter should immediately be referred to the Regional Council for resolution.
 - (iii) No unilateral action of any kind may be taken by management, employees or their representatives with regard to the implementation of the reduced working hours.
 - (iv) The Council will, upon receipt of the referral, convene an urgent meeting of the effected management and employee representatives of the company with a view to facilitating a resolution of the disagreement."

7. CLAUSE 5: OVERTIME AND PAYMENT FOR WORK ON SUNDAYS

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

"(1) Except as provided for in clause 6(5) of this Part of the Agreement, time worked by employees after the completion of the usual shifts in the establishment concerned shall be regarded as overtime and be paid as follows:

- (a) At one and one-half times the hourly rate until the usual starting time of the employee's next normal shift: Provided that in the case of establishments working a five-day week, time worked on Saturdays shall be paid for at one and one-half times the hourly rate.
- (b) Where overtime is worked after the completion of the normal hours of a shift, the employee must be allowed a rest period of at least eight hours after completing the overtime before the next normal shift starts. Where the rest period extends into the next shift then the overlapping period into the shift shall be regarded as a paid period which the employee is not required to work".

(2) Substitute the following for subclause (4):

- "(4) In any case in which an employee starts work on Saturday earlier than the usual starting time at his own request, an employee working a five-day week shall be paid at one and one-half times his hourly rate, reckoned from when he starts work and an employee working a six-day week shall be paid at his ordinary hourly rate for the period of the ordinary hours of work on a Saturday and be paid thereafter as provided for in subclause (1): Provided that if the employee starts more than two hours earlier than the usual starting time, any time worked up to two hours before the usual starting time shall be paid for at one and one-half times the hourly rate of the employee. For purposes of this subclause "usual starting time" means the usual starting time on an ordinary working day".

8. CLAUSE 6: SHIFT WORK

Substitute the following for subclause (5):

- "(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:

At one and one-half times the increased hourly rate;

For 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".

9. CLAUSE 14: LEAVE ENHANCEMENT PAY (L.E.P.)

Substitute the following for clause 14:

"For purposes of this Section—

"leave qualification" shall have the meaning ascribed to it in sections 12 (3) (a) and 16 (5) (a) respectively in Part 1 of this Agreement;

"annual shutdown" means a company level arrangement in terms of which all employees proceed on leave at the same point in time;

"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) (a) 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, which shall be calculated according to the following formulae:

Employees working a five-day week:

Actual ordinary weekly wage × 52 weeks × 8,33% × number of shifts worked ÷ 234;
(excluding allowances)

Employees working a six-day week:

Actual ordinary weekly wage × 52 weeks × 8,33% × number of shifts worked ÷ 283;
(excluding allowances)

- (b) The leave enhancement pay of an employee who terminates his service or whose employment is terminated by the employer shall be calculated at 8,33% of his actual hourly rate at the date of termination of such employment and shall be calculated according to the following formulae:

- (i) Five-day week actual ordinary weekly wage rate × 52 weeks
× 8,33% × number of shifts worked
234

(excluding allowances).

- (ii) Six-day week actual ordinary weekly wage rate × 52 weeks
× 8,33% × number of shifts worked
283

(excluding allowances).

Important Notes:

- (a) For purposes of the above calculations the figures "234" and "283" constitute the maximum number of shifts any employee can work in order to qualify for leave and is dependant on whether a five or six day working week is in operation;
- (b) For purposes of calculating L.E.P. the term "Actual Ordinary Weekly Wage" excludes any allowance payable to employees;

(2) Whenever an employee to whom this subclause 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.

(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) No leave enhancement pay shall be credited for periods of employment which in terms of clause 12 (3) (a) (i) and (ii) of this Part of the Agreement do not count towards the paid leave.

(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 section.

(7) Monthly Contribution Scheme.

- (a) As from 1 January 2003 employers in 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 from 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.
- (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's monthly contribution scheme will be at 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 employers, on whose behalf the employer had paid over L.E.P. contributions, had qualified for and received their annual L.E.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 employers' 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.
- (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 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 employer's or employers' 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."

10. CLAUSE 33: TECHNOLOGICAL CHANGES AND WORK REORGANISATION

- (2) Delete subclause (2) (c);
- (3) Delete subclause (3) (c);
- (3) Insert the following new subclause (5):

"(5) Retrenchments or redundancies:

Where the introduction of new technology, work re-organisation or outsourcing (in terms of this clause) may result in retrenchment, written notice of retrenchment must be given at least 21 days prior to the contemplated date of the retrenchment.

An employer and any employee or employee representative shall, at either's request and under these circumstances, consult in good faith at plant level with a view to reaching agreement of a higher severance payment than that specified in this Agreement."

11. CLAUSE 34: PAID SICK LEAVE

Insert the following new subclause 13:

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

12. CLAUSE 35: SECURITY OF EMPLOYMENT AND SEVERANCE PAYMENT

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

- "(b) An employer and any employee or employee representative shall at either's request consult in good faith at plant level with a view to reaching agreement on a higher severance payment than that stipulated in subclause (1) (a)."

13. INSERT THE FOLLOWING NEW CLAUSE 44**"CLAUSE 44: ATTENDANCE OF WORKER REPRESENTATIVES ON NATIONAL AND REGIONAL COMMITTEES OF THE BARGAINING COUNCIL**

The provisions of Annexure G shall be observed."

14. PART II

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 structures 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
Schedule E/1 and E/3
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 increase or increases granted to such employee on or subsequent to 1 July 2002. Provided that any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 2002 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:

$$\left. \begin{array}{l} \text{Amount per hour for} \\ \text{the employee's class} \\ \text{of work prescribed} \\ \text{above} \end{array} \right\} \text{Less (if any)} \left\{ \begin{array}{l} \text{Amount per hour of any} \\ \text{increase granted to the} \\ \text{employee on or after} \\ \text{1 July 2002} \end{array} \right.$$

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 2002 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 2002 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 2002, and no employee shall be paid wages at a rate less than the 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 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 in 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 that 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 that 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.

2. ALLOWANCES

Allowances payable subject to the provisions of Part I, clause 17 of this Agreement (for Groups A and B):

Grade of Category	Subsistence allowance per day
Rates A to H, and Categories 5 to 1 (a) of Section G (d) "Structural Engineering".....	R37,00

- (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 normally hourly rate when working aloft on ships and/or floating vessels.

3. WAGE TABLES**(a) WAGE RATES APPLICABLE TO OPERATIONS SCHEDULE AT RATES A TO H, INCLUDING WATCHMAN'S WORK, THROUGHOUT THIS AGREEMENT**

Class of Work	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2002	Amount per hour	Minimum hourly wage rates
Class of Work	%	CPH	R
Rate A & A1	10,00	229	25,21
Rate AA	10,08	218	23,77
*Rate AA—start	10,17	207	22,41
Rate AB	10,25	196	21,12
Rate B	10,33	187	19,93
Rate C	10,42	179	18,93
Rate D	10,50	174	18,30
Rate DD	10,58	160	16,74
Rate DDD	10,67	152	15,79
Rate E	10,75	144	14,88
Rate F	10,83	137	14,06
Rate G	10,92	130	13,23
Rate H (including watchman's work)	11,00	124	12,47

* 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 amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2002	Amount per hour	Minimum hourly wage rates
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)	10,83	137	14,06

Class of Work	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2002	Amount per hour	Minimum hourly wage rates
Class of Work	%	CPH	R
(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)	10,75	144	14,88
(3) Driving of load-carrying or hauling vehicle licence to be held by the driver (job grade DD)	10,58	160	16,74
(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)	10,42	179	18,93

(c) WAGE RATES WITH SPECIFIC APPLICATION TO THE OPERATIONS LISTED HEREIN

Class of Work	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2002	Amount per hour	Minimum hourly wage rates
Class of Work	%	CPH	R
Schedule G			
(1) Learners			
Rate D Operation 1			
First three months of experience (Rate D, less 10%)	10,50	157	16,47
Second three months of experience (Rate D, less 5%)	10,50	165	17,38
Thereafter Rate D	10,50	174	18,30
Provided that—			
(i) No employee may be engaged upon incentive bonus work during the learnership period;			
(ii) An employer who wished 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 permission for such employment is granted.			

Class of Work	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2002	Amount per hour	Minimum hourly wage rates
Class of Work	%	CPH	R
Vitreous Enamelling			
Operation 1 (a)			
First duster (Rate B)	10,33	187	19,93
Operation 1 (b)			
Second duster (Rate D)	10,50	174	18,30
Section (d)			
Structural Engineering Wage Categories			
Category 5	10,00	229	25,21
Category 4	10,20	209	22,57
Category 3	10,40	179	19,04
Category 2	10,60	147	15,33
Category 1	10,80	121	12,43
Category 1 (a)	11,00	102	10,29
(2) DIVISION D/4			
Rate B Operation 1			
First six months of experience (Rate F)	10,83	137	14,06
Second six months of experience (Rate DDD)	10,67	152	15,79
Third six months of experience (Rate D)	10,50	174	18,30
Fourth six months of experience (Rate C)	10,42	179	18,93
Thereafter Rate B	10,33	187	19,93
(3) DIVISION D/12			
Learnership periods and rates of pay therefore			
Rate B—Newcomers			
First two months of experience (Rate DD)	10,58	160	16,74
Second two months of experience (Rate D)	10,50	174	18,30
Third two months of experience (Rate C)	10,42	179	18,93
Thereafter Rate B	10,33	187	19,93
Rate C—Newcomers			
First two months of experience (Rate DD)	10,58	160	16,74
Second two months of experience (Rate D)	10,50	174	18,30
Thereafter Rate C	10,42	179	18,93
Rate D—Newcomers			
First two months of experience (Rate DD)	10,58	160	16,74
Thereafter Rate D	10,50	174	18,30

	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2002	Amount per hour	Minimum hourly wage rates
Class of Work	%	CPH	R
(4) DIVISION D/19			
Section (f)			
Rate A Operation No. 1			
First year of experience (Rate AA—start)	10,17	207	22,41
Second year of experience (Rate AA)	10,08	218	23,77
Thereafter Rate A1	10,00	229	25,21
(5) DIVISION D/22			
Section (b)			
Operation No. 1 (Rate D)	10,50	174	18,30
Section (c)			
Operations No. 1 to No. 5 (Rate D)	10,50	174	18,30
Operations No. 6 to No. 8 (Rate DDD)	10,67	152	15,79
Operations No. 9 to No. 21 (Rate G)	10,92	130	13,23
Operations No. 22 to No. 33 (Rate H)	11,00	124	12,47
(6) DIVISION D/23			
Training periods:			
Newcomers to Rate DDD			
First four months of experience (Rate F)	10,83	137	14,06
Thereafter Rate DDD	10,67	152	15,79
Newcomers to Rate E			
First four months of experience (Rate H)	11,00	124	12,47
Thereafter Rate E	10,75	144	14,88
(7) DIVISION D/24			
Rate Operation No. 1			
First three months of experience (Rate D, less 5%)	10,50	165	17,38
Thereafter Rate D	10,50	174	18,30
(8) DIVISION E/2			
Section (b)			
First twelve months of experience (Rate AA—start)	10,17	207	22,41
Second twelve months of experience (Rate AA)	10,08	218	23,77
Thereafter Rate A1	10,00	229	25,21

(d) WAGE RATES APPLICABLE TO OPERATIONS IN SCHEDULE F ONLY

Class of Work	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage Increase on actual hourly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2002	Amount per hour	Minimum weekly wage rates
Class of Work	%	CPH	R
Group Z	10,00	229	25,21
Group Y	10,10	180	19,60
Group IX	10,20	170	18,37
Group VIII	10,30	165	17,68
Group VII	10,40	159	16,92
Group VI	10,50	154	16,22
Group V	10,60	149	15,51
Group IV	10,70	143	14,82
Group III	10,80	140	14,33
Group II	10,90	135	13,74
Group I	11,00	131	13,22

(d) WAGE RATES APPLICABLE TO APPRENTICES ONLY

Class of Work	GUARANTEED PERSONAL INCREASE (To be the greater of the amounts calculated in terms of Column A or reflected in Column B)		
	A	B	New
	Percentage Increase on actual weekly rate of pay, excluding allowances, of which the employee was in receipt on 30 June 2002	Amount per hour	Minimum weekly wage rates
Class of Work	%	R	R
First Year	10,00	34	499
Second Year	10,00	37	550
Third Year	10,00	45	655
Fourth Year	10,00	66	970
The hourly rate of all apprentices for the purposes of calculating overtime shall be the weekly wage paid, divided by 40.			

15. ANNEXURE A: SECURITY OF EMPLOYMENT AND SEVERANCE PAY

Substitute the following for subclause 1 (g):

- "(g) Clause 35 of the Main Agreement shall be complied with in determining the amount of severance pay to which an employee is entitled; Provided that employers and party trade unions, at either's request consult in good faith at plant level with a view to reaching agreement on a higher severance payment".

16. ANNEXURE B: FIVE GRADE JOB AND WAGE STRUCTURE

(1) Substitute the following for subclause 8:

- "(8) For those establishments that have implemented or intend to implement the new job and wage system the following minimum wage will apply for the new five-grade structure. For those establishments that have implemented the five-grade job and wage structure the following increase will apply on the same terms as set out in clause 1 of Part II of this Agreement.

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	Current Minimum wage rate	Increase on Actuals and Scheduled Wage Rates	Increase on Scheduled Wage Rates c.p.h.	New Minimum Wage Rates
5	22,92	10,00%	229	R25,21
4	19,74	10,00%	197	R21,71\
3	17,00	10,00%	170	R18,70
2	14,63	10,00%	146	R16,09
1	12,60	10,00%	126	R13,86
Whichever is the greater personal increase				

Note: These amounts will be increased in line with the increases to be agreed in the 2003/2004 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."

17. Insert the following new Annexure G:**"ANNEXURE G****ATTENDANCE OF WORKER REPRESENTATIVES ON NATIONAL AND REGIONAL BARGAINING COUNCIL COMMITTEE**

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

Signed at Johannesburg on 6 June 2002 for and on behalf of the parties.

D. CARSON

Member

L. MTHIYANE

Member

J. BEUKES

Council Secretary

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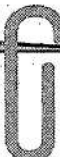
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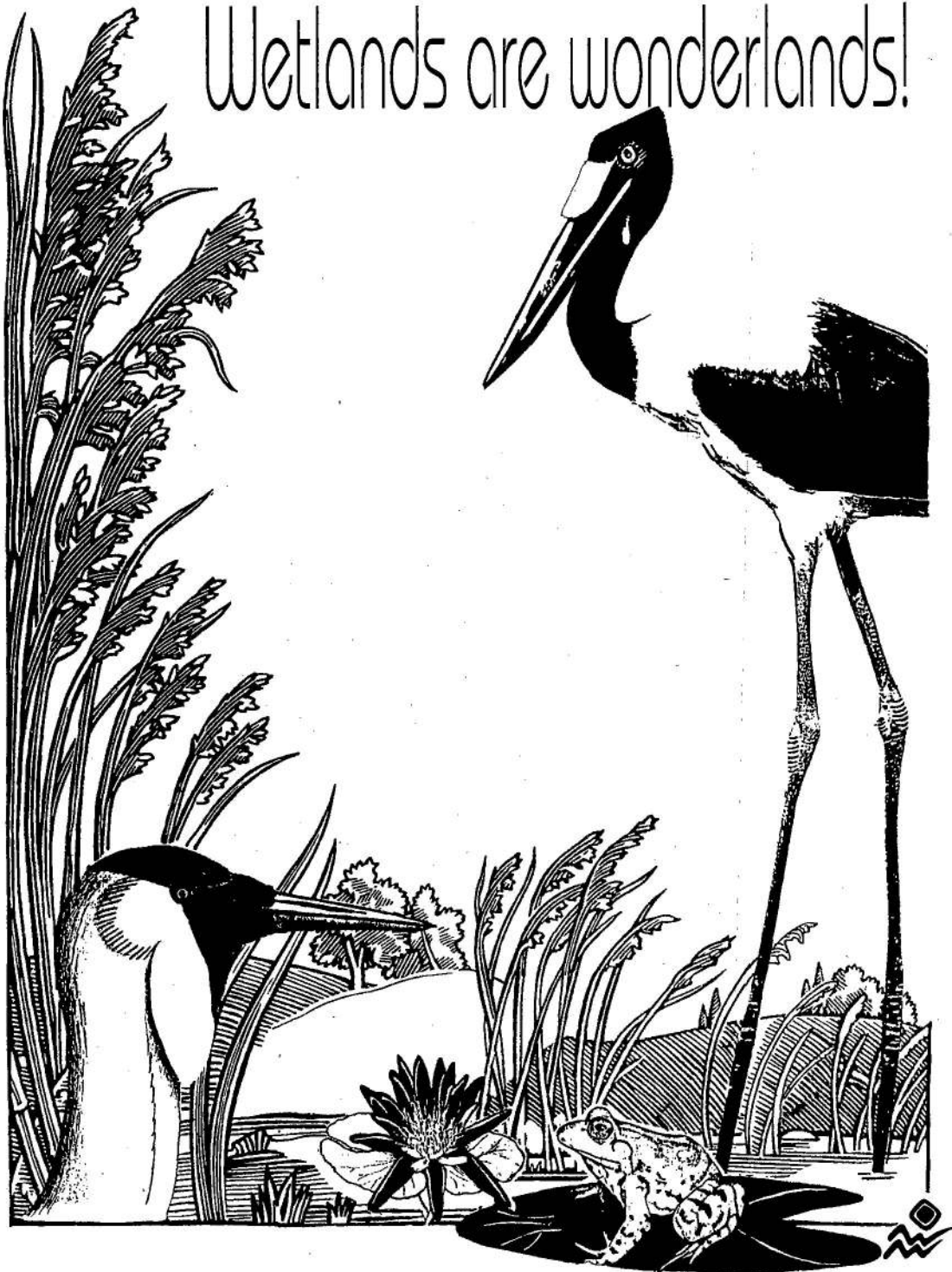
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Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Publications: Tel: (012) 334-4508, 334-4509, 334-4510
Advertisements: Tel: (012) 334-4673, 334-4674, 334-4504
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