



This document contains the changes which have been published in the various Government Gazettes since the Main Collective Agreement was published 2017, ending January 2022.

While every effort has been made to ensure the information contained herein is accurate, the Government Gazettes will always supersede this document.

NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA

MAIN COLLECTIVE AGREEMENT

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This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF
SOUTH AFRICA**

MAIN COLLECTIVE AGREEMENT

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SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA

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

Electrical Contractors' Association (South Africa)

(hereinafter referred to as the "employers" or the "employers' organisation"),
of the one part, and the

South African Equity Workers' Association,

(hereinafter referred to as the "employees" or the "trade union"), of the other part,
being the parties to the National Bargaining Council for the Electrical Industry of
South Africa.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

PART I

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed –
 - (a) by all employers and employees in the Electrical Industry who are members of the employers' organisation and trade union, respectively, who are engaged or employed in the Industry.
 - (b) throughout the whole of the Republic of South Africa, excluding the Magisterial District of Kimberley, within a radius of 20 kilometres from the General Post Office, Kimberley.
- (2) Notwithstanding the provisions of sub-clause 1(1), the terms of this Agreement shall apply to apprentices and learners only in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998, or any conditions prescribed or any notices served in terms thereof.
- (3) For the purposes of this Agreement, the "rate of remuneration" of learners prescribed under the Skills Development Act, 1998, shall be taken to be the weekly wage of such employees, and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.
- (4) The following categories are also excluded:
 - (i) Working employers
 - (ii) Administrative staff – Non-Electrical Workers
 - (iii) Managerial Employees

2. PERIOD OF OPERATION

This Agreement shall come into operation on **01 February 2022**, or if published later, the date of publication, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

3. INDUSTRIAL ACTION

No person bound by the provisions of this Agreement shall engage in or participate in a strike or a lockout or any conduct in furtherance of a strike or a lockout in respect of any matter regulated by this Agreement for its duration.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

4. DEFINITIONS

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

“abscond” means the absence from work of an employee for a period in excess of four consecutive working days without the employer being informed or notified of the reasons therefore, or the desertion by an employee of his employment for reasons unknown to the employer;

“Act” means the Labour Relations Act 66 of 1995;

“apprentice” means an employee serving under a written contract of apprenticeship registered with **the relevant SETA**;

The definitions of the different stages of apprenticeship, as originally published under the Conditions of Apprenticeship under the Manpower Training Act 1981 are the following:

“Stage 1” – Wage equals 38% of wage of electrician

This stage shall not exceed 4 months and the apprentice shall attend M0 – M3 and pass the test based on these modules.

“Stage 2” – Wage equals 45% of wage of electrician

This stage shall not exceed 58 weeks. It commences on the day following successful completion of modular test based on M0 – M3, as referred to above, and ends on successful completion of Trade Test “A”.

“Stage 3” – Wage equals 50% of wage of electrician

This stage shall not exceed 65 weeks and commences on the day following successful completion of Trade Test “A”, as referred to above, and ends on successful completion of modular test based on M4 – M6 as well as Phase Test “B”.

“Stage 4” – Wage equals 70% of wage of electrician

This stage shall include a minimum of 17 weeks’ practical on the job experience in M4 – M6, demonstrating practical competence in each module, successful completion of the NTC Part II (N2) and commences on the day following successful completion of Phase Test “B” and ends within 14 days of successful completion of Trade Test “B”.

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“Area A” means the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Bronkhorstspuit, Carletonville, Cullinan, Delmas, Germiston, Heidelberg, Johannesburg, Kempton Park, Krugersdorp, Kwamhlanga, Mkobola Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Soshanguve, Soweto, Springs, Vanderbijlpark, Vereeniging, Westonaria, Witbank and Wonderboom;

“Area B” means the Magisterial Districts of Amersfoort, Balfour, Bethal, Bochum, Brits, Ermelo, Garankuwa, Highveld Ridge, Klerksdorp, Kriel, Malamulela, Mankwe, Mhala, Middelburg (Mpumalanga), Mmabatho, Mokerong, Moretele, Nelspruit, Nsikazi, Phokwani, Pietersburg, Piet Retief, Pongola, Potchefstroom, Rustenburg, Seshego, Standerton, Thabamopo, Themba, Thohoyandou, Volksrust, Wakkerstroom, and White River;

“Area C” means the Magisterial Districts of Barberton, Bela–Bela (Warmbaths) Belfast, Bloemfontein, Bloemhof, Bolobedu, Botshabelo, Carolina, Christiana, Coligny, Delareyville, Dzanani, Eerstehoek, Elias Motsoaledi (Groblersdal) Giyani, Koster, Lephale (Ellisras) Letaba, Lichtenburg, Lulekani, Lydenburg, Madikwe, Mapulaneng, Marico, Mbibana, Mdutjana, Moutse, Musina(Messina), Namakgale, Naphuno, Nebo, Nkomazi, Pilgrim's Rest, Phalaborwa, Potgietersrus (only the district north of the Melk River), Schweizer-Reneke, Ritavi, Sekgosese, Sekhukhuneland, Soutpansberg, Swartruggens, Thabazimbi, Ventersdorp, Vuwani, Waterberg, Waterval Boven and Wolmaransstad;

“Area D” means the Magisterial Districts of Bethlehem, Harrismith, Hennenman, Kroonstad, Odendaalsrus, Parys, Ventersburg, Virginia, Welkom and Witsieshoek;

“Area E” means the Magisterial Districts of Barkly West, Bethulie, Boshof, Bothaville, Brandfort, Britstown, Bultfontein, Carnarvon, Clocolan, Colesberg, De Aar, Dewetsdorp, Edenburg, Excelsior, Fauresmith, Ficksburg, Fouriesburg, Frankfort, Fraserburg, Gordonia, Hanover, Hartswater, Heilbron, Herbert, Hoopstad, Jacobsdal, Jagersfontein, Kenhardt, Kimberley (outside a 20 km radius from the General Post Office), Koffiefontein, Koppies, Kudumane, Kuruman, Ladybrand, Lindley, Marquard, Noupoot, Petrusburg, Philippolis, Philipstown, Prieska, Postmasburg, Reddersburg, Reitz, Richmond (Northern Cape), Rouxville, Senekal, Smithfield, Theunissen, Trompsburg, Victoria West, Viljoenskroon, Vrede, Vredefort, Vryburg, Warrenton, Wepener, Wesselsbron, Winburg and Zastron;

“Area F” means the Magisterial Districts of Port Elizabeth and Uitenhage;

“Area G” means the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mossel Bay, Oudtshoorn, Riversdale and Uniondale;

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“Area H” means the Magisterial Districts of Aberdeen, Adelaide, Albert, Aliwal North, Barkley East, Bedford, Bizana, Butterworth, Cala, Cathcart, Centani, Cofimvaba St Marks, Cradock, Elliot, Elliotdale, Engcobo, Flagstaff, Fort Beaufort, Glen Grey, Graaff-Reinet, Hankey, Herschel, Hewu, Hofmeyer, Idutywa, Indwe, Jansenville, Keiskammahoek, King Williams Town, Kirkwood, Komga, Kwabhaca, Lady Grey, Libode, Lusikisiki, Maclear, Mdantsane, Middelburg (Eastern Cape), Middelburg, Molteno, Mount Ayliff, Mount Fletcher, Mount Frere, Mqanduli, Murraysburg, Ngqeleni, Nqamakwe, Ntabethemba, Pearston, Peddie, Prince Albert, Qumbu, Queenstown, Seymour (Mpofu), Somerset East, Sterkstroom, Steynsburg, Steytlerville, Stutterheim, Tabankulu, Tarka, Tsolo, Tsomo, Umtata, Umzimvubu (Port St Johns), Venterstad, Victoria East, Willowmore, Willowvale, Wodehouse; and Zwelitsha.

“Area I” means the Magisterial Districts of Bellville, Cape, Goodwood, Kuils River Mitchell’s Plain, Simonstown, and Wynberg

“Area J” means the Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Kranskop, Kwa Mapumulu, Lions River, Lower Tugela, Ndwedwe, New Hanover, Mapumulu, Pietermaritzburg, Pinetown, Richmond, Umbumbulu, Umlazi, Umvoti, and Vulindlela, inclusive of any former self-governing territories located therein.

“Area K” means the Magisterial Districts of Alfred, Babanango, Bergville, Dannhauser, Dundee, Emnambithi, Emzambe, Enseleni, Eshowe, Estcourt, Ezingolweni, Glencoe, Hlabisa, Hlanganani, Impendle, Ingwavuma, Inkanyezi, Ixopo, Kliprivier, Lower Umfolozi, Mahlabatini, Mooirivier, Mount Currie, Msinga, Mtonjaneni, Newcastle, Ngotshe, Nkandla, Nongoma, Nqutu, Okhahlamba, Ongoye, Paulpietersburg, Polela, Port Shepstone, Simdlangentsha, Ubombo, Umzinto, Underberg, Utrecht, Vryheid, Vulamehlo and Weenen, inclusive of any former self-governing territories located therein; and Umzimkulu in the Eastern Cape.

“Area L” means the Magisterial District of East London;

“Area M” means the Magisterial Districts of Gordon’s Bay, Malmesbury, Paarl, Somerset West, Stellenbosch, Strand and Wellington;

“Area N” means the Magisterial Districts of Calvinia, Clanshalliam, Hopefield, Morreesburg, Namaqualand, Piketberg, Sutherland, Vanrhynsdorp, Vredenburg and Vredendal,

“Area O” means the Magisterial Districts of Bredasdorp, Caledon, Ceres, Heidelberg, Hermanus, Laingsburg, Montague, Robertson, Swellendam, Tulbagh and Worcester.

Note: The above Magisterial Districts are defined in terms of the 2001 demarcations.

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In the event of any Magisterial District being omitted from the above, the Council shall determine under which Area such district should be placed.

“artisan” means an employee who has completed his training in terms of the former Manpower Training Act, 1981, or is in possession of a certificate issued in terms of the Skills Development Act 1998, as amended, recognising that he has received training sufficient to entitle such an employee to work as an artisan in the Industry;

“Building Industry” without in any way limiting the ordinary meaning of the expression, means the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in erecting, completing or altering buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons who are engaged in the trades, activities or subdivisions in the Building Industry excluding the Electrical Industry.

“certificate” means a certificate of registration issued in terms of regulation 11(3) of the Electrical Installation Regulations, 2009;

“civil disorder” means the concerted action of a number of people, not employed by the employer, to disrupt, for any purpose whatsoever, the normal activities of the employer at his place of business or any working site, or to prevent employees either from reaching such place of business or working site or from commencing or continuing to work;

“Council” means the National Bargaining Council for the Electrical Industry of South Africa;

“domestic appliance mechanic (DAM)” or **“refrigeration mechanic”** means an employee engaged in one or more of the following classes of work:

diagnosing faults in, or directing or executing repairs or adjustments to, or servicing, assembling, erecting and/or installing ranges, refrigerators, washing machines, ironers, air-conditioning units and all other major electrical appliances, carrying out final tests or supervising of such operations, but does not include an employee engaged in connecting to existing outlets, refrigerators, ranges, or other domestic electrical appliances;

“domestic appliance repairer (DAR)” (Areas J and K only) means an employee engaged in -

- (a) the following operations when performed in the workshops of an establishment in connection with the repair of heating and/or drying and/or personal care

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appliances of a load not exceeding five amperes, except in the case of domestic heating appliances where the load does not exceed 15 amperes -

- (i) repairing and/or replacing heating elements on appliances,
 - (ii) repairing and/or replacing ceramic or other insulating spacers, including fixing,
 - (iii) repairing and/or re-assembling heating element containers,
 - (iv) removing and/or replacing motors not exceeding 750 watts at the direction of an artisan, excluding final testing,
- (b) any or all of the operations carried out in connection with the installation of burglar or other similar alarm systems –
- (i) connecting cables of electromechanical devices;
 - (ii) adjusting vibration contracts to pre-set limits;
 - (iii) soft soldering by hand;
 - (iv) foiling windows.

“driver” means an employee engaged in driving a mechanical vehicle on a public road who is in possession of a valid driver's licence issued under any Road Traffic Ordinance;

“electrical assistant” means an employee who is engaged in any or all of the following tasks:

- (a) Digging holes and trenches, planting poles and laying cables in trenches,
- (b) chasing and cutting walls and concrete floors for conduit,
- (c) loading or unloading materials,
- (d) stripping redundant installations and equipment incidental thereto from which the supply cables have been removed,
- (e) cleaning office and workshop areas,
- (f) preparing refreshments,
- (g) installing and fixing of flush and surface mounted wireways and ancillary equipment thereto,
- (h) installing cables including the fitting of glands, making off and securing such cables, but excluding the connection thereof,

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- (i) assisting with erecting and connecting luminaires;
- (j) assisting with operating a trenching machine once trained,
- (k) assisting a master installation electrician, an installation electrician, an electrical tester for single-phase, an electrician, an artisan, a domestic appliance mechanic, a domestic appliance repairer and an Elconop 1, Elconop 2 or Elconop 3, but not performing any work individually except as set out in (a) to (j) above:

“electrical construction operator level 1” (hereinafter referred to as ‘Elconop 1’) means an employee who has received on-the-job training by the employer and who undertakes any of the following tasks and who may use the tools necessary to perform such tasks:

- (a) installing and fixing of flush and surface mounted wire ways and ancillary equipment incidental thereto
- (b) installing of cables including the fitting of glands, making off and securing of such cables but excluding the connection thereof
- (c) installing and connecting of socket outlets
- (d) erecting and connecting of luminaries
- (e) operating a trenching machine
- (f) performing the work of an electrical assistant and general assistant
- (i) assisting a master installation electrician, an installation electrician, an electrical tester for single-phase, an electrician or artisan and an Elconop 2 or Elconop 3, but not performing any work individually, except as set out in (a) to (f) above;

“electrical construction operator, level 2” (hereinafter referred to as ‘Elconop 2’) means an employee, who has attended the prescribed formal training course at an institutionalised training centre accredited by a relevant Sector Education Training Authority (SETA), has undergone on-the-job training and has successfully passed the examination for Elconop 2 at an institutionalised training centre recognised by the Council and accredited by a relevant SETA, and who may be engaged in any or all of the following tasks, and may use the tools necessary to perform such tasks: Provided such tasks are carried out only on new installations or on major renovations to structures or buildings from which the power has been disconnected from the main supply, and are carried out under the supervision of a master installation electrician,

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an installation electrician, an electrical tester for single-phase, an electrician/artisan or an Elconop 3 –

- (a) placing and drawing in of conductors into wireways
- (b) installing and connecting of lighting, cooker, water heater and low voltage systems including systemised and/or innovative wiring systems, the connection of distribution boards
- (c) installing of under floor heating systems
- (d) jointing of cables using epoxy or other approved means, as well as the connection of such cables on installations where the supply has been switched off
- (e) simple arc gas welding
- (f) performing the work of an electrical assistant, general assistant or Elconop 1
- (g) assisting a master installation electrician, installation electrician, electrical tester for single phase, an electrician/artisan and an Elconop 3.”

“electrical construction operator level 3” “electrical construction operator level 3” (hereinafter referred to as ‘Elconop 3’) means an employee who has been employed in the Industry as an Elconop 2 for a continuous period of at least 12 months and has attended the prescribed formal training course at an institutionalised training centre accredited by a relevant Sector Education Training Authority (SETA), has undergone on-the-job training and has successfully passed the examination for Elconop 3 at an institutionalised training centre recognised by the Council and accredited by a relevant SETA, or who is in possession of a registration card issued by the Council recognising him as an Elconop 3 and who may be engaged in any or all of the following tasks, and may use the tools necessary to perform such tasks:”

- (a) Installing, wiring and assembling main and sub-main distribution boards
- (b) Installation and maintenance of domestic, commercial and industrial installations (tubing, wiring and cables) from incoming mains to completed final circuits
- (c) Wiring and connection of all circuits in domestic, commercial and industrial installations (wiring and connection of all types of lights, socket outlet circuits, stoves, hot water cylinders, pumps, air conditioning circuits, industrial machines etc.)

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- (d) Installation, maintenance and repairs of single and three phase motor and starter circuits
- (e) Testing of installations under the direct supervision of a registered person
- (f) Connection of transformers and ancillary circuits (such as CT's PT's low voltage lighting etc.)
- (g) Where necessary performing the work of an Elconop 1 or Elconop 2

“electrical contractor” means a person who undertakes to perform electrical installation work on behalf of any other person, but excludes an employee of such first mentioned person;

“Electrical Engineering Industry” means the industry concerned with -

- (a) the manufacture and/or assembly from component parts of electrical equipment, namely generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment, including monitors and other equipment utilising the principles used in the operation of radio and electronic equipment, the latter equipment includes, but is not limited to, television and incandescent lamps, and electric cables and domestic electrical appliances, and further includes the manufacture of component parts of the aforementioned equipment,
- (b) the installation, maintenance, repair and servicing of the equipment referred to in paragraph (a) above, but does not include the activities of the Electrical Industry,

“Electrical Industry” or “Industry” means the industry in which employers and their employees are associated for any or all of the following -

- (a) the design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere,
- (b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building and/or structure is used, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether

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- the work is performed or the material prepared on the site of the buildings or structures or elsewhere,
- (c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material prepared on the site of the buildings or structures or elsewhere,
 - (d) the design, preparation, erection, installation, repair and maintenance of all electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying and electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material prepared on the site of the buildings or structures or elsewhere,
 - (e) the installation and/or maintenance and/or repair and/or servicing of overhead lines and underground cables associated with domestic and/or industrial and/or commercial installations and/or street lighting: Provided that such installation is beyond the supply authorities point of supply.

For the purposes of this definition -

- (i) electrical equipment includes:
 - (aa) electrical cables and overhead lines, and
 - (ab) generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment,
- (ii) design, preparation, erection, installation, repair and maintenance does not include -
 - (aa) the manufacture, installation, repair and/or maintenance of lifts and escalators,
 - (ab) the manufacture and/or assembly by the manufacturer of the aforementioned electrical equipment and/or components thereof,

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- (ac) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures, whether permanent or otherwise,
- (ad) the manufacture, repair and servicing of motor vehicle batteries, the manufacture of lead-acid batteries and the repair, maintenance and installation of such batteries when performed by the manufacturers thereof, and
- (ae) the sale, and/or repair and/or servicing of manual and/or electrical typewriters and/or electro-mechanical office machines and equipment:

Provided that -

The Electrical Industry, as defined above, shall not include the Iron, Steel, Engineering and Metallurgical Industry, the Local Authority Undertaking and the Building Industry as defined in the Council's certificate of registration.

“electrical installation” means any machinery, in or on any premises, used for the transmission of electricity from a point of control to a point of consumption anywhere on the premises, including any article forming part of such an installation irrespective of whether or not it is part of the electrical circuit, but excluding -

- (a) any machinery of the supplier related to the supply of electricity on the premises,
- (b) any machinery which transmits electrical energy in communication, control circuits, television or radio circuits,
- (c) an electrical installation on a vehicle, vessel, train or aircraft; and
- (d) control circuits of 50 V or less between different parts of machinery or system components, forming a unit, that are separately installed and derived from an independent source or an isolating transformer.

“electrical tester for single-phase” means a person who has been registered as an electrical tester for single-phase in terms of either the Electrical Installation Regulations 1992 or 2009 made under the Occupational Health and Safety Act, 1993, and who has been approved by the chief inspector for the verification and certification of the construction, testing and inspection of electrical installations supplied by a single-phase electricity supply at the point of control; excluding specialised electrical installations,

“electrical wiring” means the design, installation, alteration, repair or testing of any cable, conductor, fitting, apparatus or conduit used or intended to be used for purposes integral or incidental to the supply and/or consumption of electricity;

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“electrician” means an employee who has completed an apprenticeship in terms of either the former Manpower Training Act, 1981 in a trade relevant to the Industry, or who has received training recognised by a relevant SETA as being sufficient to entitle him to work as an electrician in the Industry;

“employee” means any person employed on any of the classes of work defined in this Agreement and includes a person employed under a contract of apprenticeship recognised by the Council;

“employer” means any person who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person in any manner to assist him in the carrying on or conducting of his business, and includes temporary employment services as defined in the Act;

“establishment” means the place where the employer normally carries on his business and where his wage records are kept;

“fixed term contract” means a contract of employment which terminates on the occurrence of a specified event, the completion of a specified task or project, or on a fixed date other than an employee’s normal or agreed-upon retirement age.”

“foreman” means an electrician or artisan who has been appointed by his employer to supervise work defined in this Agreement: Provided that such employee may also be required to undertake electrical installation work himself if so required by his employer;

“Freedom of Association” means the right of an employee to join or not to join a trade union of his choice, and the right of an employer to join or not to join an employers’ organisation of his choice”.

“general assistant” means an employee who

- (a) is engaged in any or all of the following tasks;
 - (i) Digging holes and trenches, planting poles and laying and pulling cables in trenches,
 - (ii) chasing and cutting walls and concrete floors for conduit, providing no power tools are used
 - (iii) loading or unloading materials,
 - (iv) stripping redundant installations and equipment incidental thereto from which the supply cables have been removed,
- (b) is employed on the following terms and conditions –

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- (i) no such employee shall be employed for a total period exceeding 4 months in any calendar year, with the same employer.
- (ii) the prescribed minimum wage rate of an employee shall not be less than 75% of the prescribed minimum wage rate of an Electrical Assistant,
- (iii) all general assistants shall be included in the Council's monthly return forms and an employer shall be required to pay over to the Council all applicable employer and employee contributions and subscriptions in terms of the Council's collective agreements excluding pension/provident fund, sick benefit fund and risk benefits.

“general control” in relation to electrical installation work that is being carried out, includes instruction, guidance and supervision in respect of that work.

“independent appeals body” means any person or persons appointed by the Council in terms of Section 32 of the Labour Relations Act 66 of 1995, as amended, from an accredited institution, to hear and decide any appeal brought against the Council's refusal of a non party's or a party's application for exemption from the provisions of the collective agreement and the withdrawal of such an exemption by the Council.

“installation electrician” means a person who has been registered as an installation electrician in terms of the Electrical Installation Regulations, 1992 or 2009, made under the Occupational Health and Safety Act, 1993, and who has been approved by the chief inspector for the verification and certification of the construction, testing and inspection of any electrical installation, excluding specialised electrical installations;

“installation work” means –

- (a) the installation, extension, modification or repair of an electrical installation;
- (b) the connection of machinery at the supply terminals of such machinery; or
- (c) the inspection, testing and verification of electrical installations for the purpose of issuing a certificate of compliance

“Iron, Steel, Engineering and Metallurgical Industry” means (subject to the provisions of any Demarcation Determinations made in terms of section 76 of the Labour Relations Act, 1956, and section 62 of the Labour Relations Act, 1995), the industry concerned with the production of iron and/or steel and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues; the maintenance, fabrication, erection or

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assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than precious metals) or parts or components thereof and structural metal work, including steel reinforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and/or ships, including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships; and general woodwork undertaken in connection with ship repairs, and includes the Electrical Engineering Industry;

“Lay-off” means the temporary suspension, without pay, of employment for a minimum of five full consecutive shifts due to a reduction in the volume of work in an establishment or section of an establishment or due to any other economic reason or any other contingency or circumstances beyond the control of the employer.”

“learner” means the person who is party to a learnership agreement with an employer or group of employers, and an accredited training provider or a group of accredited training providers in terms of the Skills Development Act, 1998 as amended.;

“Local Authority Undertaking” means the undertaking in which employers and their employees are associated for the introduction, continuation, or completion of any action, scheme or activity undertaken by a local authority: Provided that for the purposes hereof the Electrical Industry as defined above shall not include work performed by a local authority exclusively for local authority purposes, but shall include all work performed on the property of a local authority by a registered electrical contractor or his employees or any other person who is not an employee of a local authority: Provided further that the Local Authority Undertaking shall not include the activities of the Electrical Industry;

“lock-up” means any vehicle shed, room, workshop, factory, or similar place, constructed of four walls and a roof, composed of concrete, brickwork, wood, iron or any combination thereof, which can be securely locked, the whole to be so constructed as to provide a place of safe-keeping at any time of employees' tools and clothes and all other tools issued to them by the employer;

“master installation electrician” means a person who has been registered as a master installation electrician in terms of the Electrical Installation Regulations, 1992 or 2009, made under the Occupational Health and Safety Act, 1993, and who has been approved by the chief inspector for the verification and certification of the construction, testing and inspection of any electrical installation;

“no fault dismissal” means the dismissal of an employee for reasons including but not limited to operational requirements, incapacity due to ill health, liquidation of the firm or insolvency of the individual.

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“piece work” means any system under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done, irrespective of the time spent on such work;

“premises” means any land and any building or structure, or part thereof, above or below the surface of any land and includes any vehicle, aircraft or vessel;

“public holiday” means any day that is a public holiday as determined in the Public Holidays Act 36 of 1994.

“region A” means the Provinces of Gauteng, Limpopo, Mpumalanga, and North West Province.

“region A1” means the Free State/Northern Cape Region incorporating the Provinces of the Free State and the Northern Cape; but excludes the Magisterial Districts of Calvinia, Namaqualand and Sutherland in the Northern Cape.

“region B” means the Eastern / Southern Cape Region incorporating the Province of the Eastern Cape and the Magisterial Districts of Beaufort West, Calitzdorp, George, Knysna, Ladismith, Mossel Bay, Murraysburg, Oudshoorn, Prince Albert, and Uniondale in the Western Cape Province but excludes the Magisterial District of Umzimkulu in the Eastern Cape.,.

“region C” means the Province of Kwazulu Natal and the Magisterial District of Umzimkulu in the Eastern Cape.

“region D” means the Province of the Western Cape and the Magisterial Districts of Calvinia, Namaqualand and Sutherland in the Northern Cape but excludes the Magisterial Districts of Beaufort West, Calitzdorp, George, Knysna, Ladismith, Mossel Bay, Murraysburg, Oudshoorn, Prince Albert, Riversdale and Uniondale in the Western Cape .

“regional exemption committee” means the exemption committee appointed by the regional committee of the Council.

‘regional sick benefit fund committee’ means a Regional Committee established by the Council.

“registered person” means a person registered in terms of regulation 11 of the Electrical Installation Regulations, 2009, as an electrical tester for single phase, an installation electrician or a master installation electrician, as the case may be;

“remuneration” means any payment in money or in kind, or both in money and in kind, made or owing to any person in return for that person’s working for any other

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person, and "remunerate" has a corresponding meaning and for the purposes of calculating an employee's annual leave pay, notice pay or severance pay, an employee's remuneration-

- (a) the cash value of any payment in kind that forms part of the employee's remuneration unless the employee receives that payment in kind and includes—
 - (i) a housing or accommodation allowance, or subsidy or housing or accommodation received as a benefit in kind;
 - (ii) car allowance or provision of a car, except to the extent that the car is provided to enable the employee to work;
 - (iii) any cash payments made to an employee, except those listed as exclusions below;
 - (iv) any other payment in kind received by an employee, except those listed as exclusions below
 - (v) employer's contributions to medical aid, pension, provident fund or similar schemes;
 - (vi) employer's contributions to funeral or death benefit schemes.

- (b) excludes-
 - (i) Any cash payment or payment in kind provided to enable the employee to work (for example, an equipment, tool or similar allowance or the provision of a transport allowance to enable the employee to travel to and from work);
 - (ii) A relocation allowance;
 - (iii) Gratuities (for example, tips received from customers) and gifts from the employer;
 - (iv) Share incentive schemes;
 - (v) Discretionary payments not related to an employee's hours of work or performance (for example, a discretionary profit-sharing scheme);
 - (vi) An entertainment allowance;
 - (vii) An education or schooling allowance.

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“**retrenchment**” means a termination of employment due to the employer’s operational requirements,

“**SAQA**” means the South African Qualifications Authority under the National Qualifications Framework Act 67 of 2008.”

‘**SBF**’ means the National Sick Benefit Fund of the Council.

“**SETA**” means the Sector Education and Training Authority established in terms of section (a)(i) of the Skills Development Act, 1998;

“**shift**” means a working day;

“**Short time**” means the implementation of reduced working time i.e., lesser number of ordinary hours per day and/or lesser number of days per week, owing to a shortage of work and /or materials and any other justifiable contingencies and/or unforeseen contingencies and/or circumstances beyond the control of the employer.”

“**specialised electrical installations**” means electrical installations in -

- (a) hazardous locations as contemplated in **SANS,10108**
- (b) anaesthetising and medical locations as contemplated in **SANS 10142 - 1**
- (c) explosive atmospheres as contemplated in **SANS 10086 - 1**, or
- (d) the petroleum industry as contemplated in **SANS 10089 - 2**;

“**specified formal training**” means a structured learning component and practical work experience of a specified nature and duration, and culminates in a qualification registered with SAQA;

“**Storeman**” means an employee who is engaged in any or all of the following tasks;

- i) Stacking and storage of materials, tools and equipment;
- ii) Issuing and recording of materials;
- iii) Receiving and recording regular stock counts;
- iv) Recording of materials on site;
- v) Control of materials in the store;
- vii) Checking and ascertaining the correctness of materials received; and,
- viii) Issuing of such materials”

“**suitable accommodation**” means a hotel, boarding house, caravan or other suitable accommodation and in the event of a dispute in regard to what is suitable accommodation the Council shall give a ruling;

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“temporary employment service” means any person who, for reward, procures for or provides to a client, other persons who render services to, or perform work for, the client and who are remunerated by the temporary employment service;

“temporary service” is work for a client by an employee for a period not exceeding three (3) months;

- a) as a substitute for an employee of the client who is temporarily absent; or
- b) in a category of work and for any period of time which is determined to be a temporary service by a collective agreement concluded in a bargaining council.

“wage” means the hourly rate prescribed in clause 4 of Part II of this Agreement: Provided that where an employer regularly pays an employee an amount higher than that prescribed in the said clause, it shall mean such higher amount;

“wireways” means cable trays or any enclosed casing for containing wires, cables or busbars;

“working day” means any day, other than a Saturday, a Sunday or a public holiday;

“working employer” means an employer or any partner in a partnership who does manual work in the Industry, a sole proprietor, a working director or an employer who is engaged in any work defined in this Agreement, and who is deemed to be an employee in respect of whom contributions are required to be made in terms of this Agreement and if he is a partner, a certified copy of the deed of partnership shall be lodged with the Council.

“workplace” means the place or places where the employees of an employer work. If an employer carries on or conducts two or more operations that are independent of one another by reason of their size, function or organisation, the place or places where employees work in connection with each independent operation, constitutes the workplace for that operation.

5. LEVELS OF BARGAINING

The Council shall be the only forum for negotiating all matters pertaining to this Agreement.

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6. DAYS AND HOURS OF WORK

- (1)(a) Subject to the provisions of clause 9 of this Agreement, no employer shall require or permit any employee to work-
- (i) for more than nine (9) hours in any one day, Mondays to Fridays,
 - (ii) for more than forty-four (44) hours in any one week,
 - (iii) for more than five days in any one (1) week, Mondays to Fridays,
 - (iv) on a Saturday, or Sunday
 - (v) before 07:00 or after 17:00,
- (v)(aa) for more than five hours continuously without an uninterrupted interval of not less than one hour, during which interval the employee shall not be required or permitted to perform any work: Provided that an employer may agree with a majority of his employees to reduce the length of the interval to not less than half an hour,
- (ab) except as provided for in subparagraph (v)(aa) or (ac) hereof, periods of work interrupted by intervals of less than one hour shall be deemed to be continuous,
- (ac) when, by reason of any overtime worked, an employer is required to give an employee a second interval, such interval may be reduced to not less than 15 minutes;
- (b) Notwithstanding the provisions of paragraph (1)(a), a new employer must, by declaration to the Council within 3 months of commencing operating a business, elect its ordinary working hours. Should it fail to do so it may not then require or permit its employees to work -
- (i) for more than forty (40) hours in any one week,
 - (ii) for more than eight (8) hours in any one day,
 - (iii) for more than five (5) days in any one week, Mondays to Fridays;
 - (iv) on a Saturday or Sunday
 - (v) before 07:00 or after 17:00,
 - (vi) (aa) for more than five hours continuously without an uninterrupted interval of not less than one hour, during which interval the employee shall not be required or permitted to perform any work: Provided that an employer may agree with a majority of his employees to reduce the length of the interval to not less than half an hour;

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- (ab) except as provided for in subparagraph (aa) or(ac) hereof, periods of work interrupted by intervals of less than one hour shall be deemed to be continuous,
 - (ac) when, by reason of any overtime worked, an employer is required to give an employee a second interval, such interval may be reduced to not less than 15 minutes.
- (c) Any employer at the date of coming into operation of this agreement, and that is operating as a business, may maintain or by agreement with the majority of the employees elect to vary its current working hours but may not require or permit an employee to work –
 - (i) for more than forty-four (44) hours in any one week,
 - (ii) for more than nine (9) hours in any one day,
 - (iii) for more than five days in any one (1) week, Mondays to Fridays,
 - (iv) on a Saturday, or Sunday
 - (v) before 07:00 or after 17:00,
- (2) An employer may, to facilitate the keeping of a record of the starting and stopping time and hours of work of his employees, require them to clock in and out of work and may, before paying any employee any wages and/or remuneration for any period not recorded by the clock, require the employee to show satisfactory proof of having been at work: Provided that an employee shall be paid in terms of this Agreement for any time recorded by the clock which falls within the starting and finishing time of the shift for that day of the week, excluding meal intervals as notified by the employer to his employees in terms of clause 46(3) of this Agreement and for all time which he is required by the employer to work which does not fall within such starting and finishing times.

7. REFRESHMENTS BREAK

Every employer shall allow employees a period not exceeding 10 minutes in the morning and again in the afternoon to partake of refreshments, the times for such intervals to be agreed upon between the employer and the employees. No employee may leave the site where he is working to partake of refreshments. Such rest interval shall be deemed to be part of the ordinary hours of work of the employee concerned: Provided that should the place of work fall under the provisions of the Construction Regulations, 2014 and the employees are required to proceed to a designated refreshment area to partake of refreshments, the employer may waive the morning and afternoon breaks but shall permit the employees to have an additional 20 minutes for the meal interval, which shall be deemed to be the ordinary hours of work of the employees.

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8. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS AND PUBLIC HOLIDAYS

- (1) Unless otherwise authorised by the Council, the maximum overtime that may be worked, including work on Sundays, shall not exceed 10 hours per week.
- (2) Overtime shall be voluntary and any employee who works any time in excess of or outside the hours prescribed in clause 6 of this Agreement shall be paid at the rate of -
 - (a) one and a half times his hourly rate of wages for every hour or part of an hour worked after ordinary hours of work on any day from Monday to Friday or for every hour or part of an hour for all hours worked on a Saturday.
 - (b) double his hourly rate of wages for every hour or part of an hour for all hours worked on a Sunday,
 - (c) for paid public holidays which fall on a day on which the employee would ordinarily work in terms of clause 23(1)(b) of this Agreement, his full day's wages plus his normal hourly rate of wages for every hour or part of an hour for the actual time worked on that day,
 - (d) for paid public holidays which fall on a day on which the employee would not ordinarily work, double his hourly rate of wages for every hour or part of an hour for all hours worked,
 - (e) "Notwithstanding the provisions of sub-clause (2) (a) to (d) of this clause an employee earning in excess of the earnings threshold as published by the Minister of Labour in terms of Section 6 (3) of the Basic Conditions of Employment Act (75/1997) – [Earnings Threshold Determination], as amended from time to time, shall not be entitled to be paid overtime unless mutually agreed to with his employer."
- (3) Notwithstanding the provisions of sub-clause (1) of this clause, where in any one week an employee absents himself from work during any or all of the ordinary hours of work as prescribed in clause 7 hereof, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's ordinary rate: Provided that -
 - (i) if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours shall be paid for at the employee's ordinary hourly rate,

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- (ii) any overtime worked on a Saturday shall be deemed to be included for the purposes of this sub-clause,
 - (iii) where an employee is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, the provisions of this sub-clause shall not apply, and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked: Provided that any employer may call on an employee for a medical certificate in proof of cause of absence.
- (4) Any employee who is aggrieved by the application to him of any of the provisions of sub-clause (2) hereof may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

8A: OVERTIME EXEMPTIONS

- (1) In terms of Clause 8 of Part I of this Agreement, provision is made for a maximum 10 hours of overtime to be worked per week.
- (2) An employer seeking overtime to be worked in excess of the 10 hours per week shall apply to the Council on the prescribed form for exemption from the limitation imposed by clause 8.
- (3) An employer applying to work overtime in excess of 10 hours per week but up to a maximum of 15 hours per week shall automatically be granted exemption provided that such exemption shall only be permitted for a maximum CONSECUTIVE period of TWO months for such activity and for a maximum period of FOUR months in any CALENDAR YEAR.
- (4) An employer applying to work overtime hours in excess of 15 hours per week may be granted exemption by the Exemptions Committee provided:
 - (i) the employer strictly adheres to the Code of Good Practice on the Arrangement of Working Time in respect of the guidelines on the health and safety of its employees;
 - (ii) no employee is required to work more than 6 consecutive days per week and in excess of 72 hours per week inclusive of overtime.
 - (iii) an employee who has worked for a consecutive period of 6 days (shifts) must not be required to work for at least a further period of 36 consecutive hours before commencing another shift.

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- (5) Exemption to work in excess of 15 hours per week shall be granted up to a maximum period of TWO months in any CALENDAR YEAR.
- (6) All hours worked in excess of an employee's normal working hours shall be deemed to be overtime and must be paid at the applicable overtime rates.
- (7) The Council shall, in determining the whether or not to grant or to decline an exemption application to work overtime in excess of 15 hours per week in terms of (4), consider all relevant factors which include but are not limited to the following:
 - (i) the written and verbal substantiation provided by the applicant.
 - (ii) the duration of the exemption provision.
 - (iii) the terms of the exemption.
 - (iv) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted.
 - (v) the infringement of basic conditions of employment rights.
 - (vi) the fact that a competitive advantage may or may not be created by granting such exemption.
 - (vii) the extent to which the exemption application undermines collective bargaining and labour peace in the Electrical Industry.
 - (viii) any existing special economic or other circumstances which warrant the granting of such exemption.
 - (ix) cognisance should be taken of contravening any other legislation by granting an exemption, which include but are not limited to the Occupational Health and Safety Act, the Basic Conditions of Employment Act, and The Labour Relations Act.
- (8) The decision of Council to grant or to decline an exemption application shall be communicated to the applicant in writing within 14 days of the date of its decision and a reason or reasons shall be provided for not granting an exemption."

9. NIGHT WORK

- (1) In this clause, "night work" means work performed after 18:00 and before 06:00 the next day.
- (2) An employer may require or permit an employee to perform night work only if so agreed by the employee, and if-
 - (a) the employee is compensated by the payment of an allowance, equal to 13.5% of such employees' ordinary hourly rate of pay, in addition to the

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wages he is to receive for the hours worked, which may be a shift allowance, or by a reduction of working hours:

- (b) transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.
- (3) An employer who requires an employee to perform work on a regular basis after 23:00 and before 06:00 the next day shall -
- (a) inform the employee of any health and safety hazards associated with the work that the employee is required to perform,
 - (b) at the request of the employee, enable the employee to undergo a medical examination concerning those hazards-
 - (i) before the employee starts, or within a reasonable period of the employee starting, such work, and
 - (ii) at appropriate intervals while the employee continues to perform such work, and
 - (c) transfer the employee to suitable day work within a reasonable time if-
 - (i) the employee suffers from a health condition associated with the performance of night work, and
 - (ii) it is practicable for the employer to do so.
- (4) For the purposes of sub-clause (3) hereof an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per month or fifty times per year.

10. KEEPING OF RECORDS

- (1) Every employer shall keep a record containing at least the following information:
- (a) The employee's name and occupation,
 - (b) the time worked by each employee,
 - (c) the remuneration paid to each employee,
 - (d) the date of birth of each employee,
 - (e) any other prescribed information.

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- (2) A record in terms of sub-clause (1) shall be kept by the employer at the employer's place of business for a period of three years from the date of the last entry in the record.
- (3) No person shall make a false entry in a record maintained in terms of sub-clause (1).
- (4) An employer who keeps a record in terms of this clause shall not be required to keep any other record of time worked and remuneration paid in terms of any other employment law.

11. SHORT TIME

- (1)(a)(i) An employer may require his employees to work for a lesser number of hours than the ordinary hours of work of his establishment owing to a shortage of work and/or material, in which case the employer shall give his employees two clear working days' notice of his intention to work short time, and shall, so far as is practicable, spread the work available among the employees affected.
 - (ii) Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work shall be available, he shall receive not less than four hours' work or pay in lieu thereof, in respect of such day.
- (b)(i) If the employer advises the employee on the working day immediately preceding the day on which he is not required to attend or if unforeseen contingencies and/or circumstances beyond the control of the employer in the event of the foregoing circumstances arise, the employer shall not be required to pay wages to his employees, except for the periods actually worked: Provided that where the employer believes that resumption of work can be effected and expressly instructs his employees to present themselves for employment on a particular day, they shall receive not less than four hours' work or pay in lieu thereof in respect of such day. Unforeseen contingencies and/or circumstances beyond the control of the employer referred to in this paragraph shall not include inclement weather, except as provided for in clause 13 of this Agreement.
 - (ii) The employer shall within seven working days of commencement of working short time notify the Council and any representative trade union if its members are affected, thereof in writing.
- (2) Short shifts worked while working short time shall count as shifts actually worked in order to qualify for the paid leave referred to in this Agreement.

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- (3) No employee shall work short time for a period exceeding 8 weeks.
- (4) In the event that short time is likely to exceed 8 weeks, the employer shall enter into consultations with the affected employee and/or the employee's representative trade union(s) within 6 weeks of the commencement of short time in order to seek alternatives to continued short time.
- (5) Any public holiday falling on any normal working day during the period of short time shall be paid in terms of Clause 23 of this agreement.

12. LAY-OFF

- (a) An employer shall be entitled to lay off an employee temporarily -
 - (i) On account of shortage of materials, due to circumstances beyond the control of the employer. Provided that the employer gives his employees two clear working days' notice of his intention to lay them off.
 - (ii) On account of temporary shortage of work: Provided that the employer gives his employees two clear working days' notice of his intention to lay them off.
 - (iii) On account of inclement weather as provided for in terms of Clause 13 of this agreement.
 - (iv) On account of any unforeseen contingencies and circumstances beyond the control of the employer.
 - (v) The employer shall within seven working days of commencement of the lay off period notify the Council and any representative trade union if its members are affected, thereof in writing.

Provided further that the employer shall not be liable to pay the employees any remuneration during a lay-off except as specified below.
“(vi) Any public holiday falling on any normal working day during the period of lay-off shall be paid in terms of Clause 23 of this agreement.”
- (b) If the employer advises the employee on the working day immediately preceding the day on which he is not required to attend or if unforeseen contingencies and/or circumstances beyond the control of the employer in the event of the foregoing circumstances arise, the employer shall not be required to pay wages to his employees, except for the periods actually worked:

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- (c) Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work shall be available, he shall receive not less than four hours' work or pay in lieu thereof, in respect of such day.
- (d) An employee may be laid off/ for a continuous period not exceeding 20 working days. If at the end of such period the employer wishes to extend the period by a further 20 days, the employee shall first be given the option of being retrenched voluntarily in accordance with Clause 25(5) of this Agreement. Provided that if the employee opts for a second period of lay-off of up to 20 working days, the employer shall commence the retrenchment procedure not later than on the first working day of the second lay off period. Provided that if at the end of the second lay-off period the retrenchment procedure has not been concluded, then the lay-off period may be extended to a maximum period of a further 20 days. In the event that the retrenchment procedure has still not been concluded at the end of the third lay-off period, either party may declare a dispute in terms of the Act.
- (e) Employees on lay-off may engage in any other employment for remuneration during the duration of the lay-off.
- (f) Should an employee on lay-off not return to employment within 4 working days of the due date, the employee shall be deemed to have terminated employment with the employer, unless the absence is due to a disabling reason.
- (g) Should an employee find alternative employment during any lay-off period, he must inform the employer within 3 working days of finding such employment.”

13. INCLEMENT WEATHER

If as a result of inclement weather conditions, it is not possible to commence or continue with normal work, the employer may decide to discontinue work for that day. In the event of a decision being made to discontinue work on any day owing to inclement weather, an employee shall be paid as follows:

- (a) If work has been stopped within four hours of the start of the normal working day, he shall be paid a minimum of four hours' pay at his normal rate of pay and allowances.
- (b) Subject to the provisions of (a) above, if less than five and a half hours have elapsed since the normal starting time in the establishment and work is then stopped, the employee shall be paid the full pay and allowances for time worked.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

- (c) If more than five and a half hours have elapsed since the normal starting time and work is then stopped the employee shall be paid the full pay and allowances paid on a normal working day.

14. CIVIL DISORDER

If, as a result of civil disorder, it is not possible to commence or continue with normal work, the employer may decide to discontinue work for that day. In the event of a decision being made to discontinue work on any day owing to such circumstances, an employee shall be paid as follows:

- (a) If work has been stopped within two hours of the start of the normal working day, the employee shall be paid a minimum of two hours' pay at his normal rate of pay and allowances.
- (b) Subject to the provisions of (a) above, if more than two hours but less than five and a half hours have elapsed since the normal starting time in the establishment and the work is then stopped, the employee shall be paid the full pay and allowances for time worked.
- (c) If more than five and a half hours have elapsed since the normal starting time and work is then stopped, the employee shall be paid the full pay and allowances paid for a normal working day.

15. PAYMENT OF REMUNERATION AND DEDUCTIONS

- (1)(a) Remuneration shall be paid weekly, fortnightly or monthly as mutually agreed upon by the employer and at least 66 per cent of his employees. The employer shall notify the Council of the arrangement made for the payment of remuneration within 30 days of agreement being reached.
- (b) Where the services of an employee are terminated after the closure of the pay week, all remuneration due to him after that closure shall be payable not later than the pay day on which the remuneration would normally have been paid or not later than seven days after the termination of employment, whichever is the earlier: Provided that, at the request of the employee, such remuneration shall be forwarded to him, either in the form of a money order or a cheque, at an address provided by him.
- (c) Every employee shall be given a statement of payment showing at least the information referred to in clause 10 of this Agreement.

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- (2)(a) Except as otherwise provided in this Agreement, only the following deductions may be made from the wages or earnings payable to any employee in terms of this Agreement:
- (i) For canteen services, where the deduction is authorised by stop-order terminable by the employee by giving not more than 28 days' notice of the termination of his agreement to such deduction being made,
 - (ii) where an employee is absent from work, including absence during any unpaid holiday granted in extension of the paid holidays provided for in this Agreement, a pro rata amount for the period of such absence,
 - (iii) with the written consent of the employee, deductions for insurance or any other funds approved by the Council,
 - (iv) contributions to the funds of the Council in terms of clause 29 and clause 2 of Part II of this Agreement,
 - (v) deduction of any amount which an employer is legally or by order of any competent court required or permitted to make,
 - (vi) where an employer, owing to a clerical, accounting or administrative error or miscalculation, pays an employee remuneration in excess of the amount legally payable, the employer shall be entitled to recover the amount of the overpayment by deduction from subsequent wages or earnings, but no one deduction may exceed 15 per cent of the employee's remuneration,
 - (vii) deductions for subscriptions to the trade union,
 - (viii) Whenever an advance or loan is made by an employer, at the request of an employee, the employer may make deductions from such employee's subsequent wages or earnings, but no one deduction shall exceed 15 per cent of the remuneration from which it may be deducted:
Provided that the employer may recover the full balance of the amount owing if an employee's services are terminated for whatever reason.
 - (ix) Where monies have been advanced to an employee to expend in the course of his duties for his employer, he may be required to render a satisfactory account of expenditure to his employer. Should the services of the employee be terminated and such monies not have been refunded, the employer shall be entitled to recover such amount from the employee's wages or earnings: Provided that an employee who is aggrieved by the application to him of this clause, may appeal to the Council against such a decision applied to him and the Council may,

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

- (b) Notwithstanding the provisions of this clause relating to payment of remuneration an employer may, by mutual arrangement with his employees, pay any amount due to an employee in terms of this Agreement by cheque or to the credit of such employee with a bank, or registered deposit-receiving institution nominated by the employee, such payment into a bank, or institution to include all payments due to the employee.
 - (c) In the event of the employment of an employee terminating before the ordinary pay-day applicable in his case, all payments due to the employee in terms of this Agreement shall be paid in accordance with the relative requirements of this Agreement.
 - (d) Notwithstanding the provisions of clause 16 of this Agreement relating to payment of leave pay, payment of leave pay shall be made in accordance with the provisions of this clause in the same manner as that in which the employee is paid his earnings.
- (3) Nothing in this Agreement shall operate to reduce the wage which was being paid to an employee immediately prior to, or to which any employee was entitled at, the date of the commencement of this Agreement while such employee is employed by the same employer.

The provisions of this sub-clause shall also apply in the case of any employee whose services are terminated by such employer subsequent to the date of commencement of this Agreement and who is re-engaged by such employer within a period of 30 calendar days.

16. ANNUAL LEAVE AND ANNUAL SHUTDOWN

- (1)(a)(i) Every employee shall be entitled to three consecutive weeks' (15 consecutive working days') leave, payable at his ordinary rate of wages, after each completed cycle of 235 completed working days with any employer in the Industry, exclusive of overtime.
- (ii) The leave prescribed in this sub-clause shall become due immediately after the completion of the 235th completed working day with an employer, and leave pay shall be paid before the employee proceeds on leave.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

- (iii) Where the employment of an employee is terminated before the completion of 235 completed working days with an employer, such employer shall pay him a pro rata amount in accordance with the following formula:

$$\frac{\text{Number of completed working days with employer in present cycle} \times 15 \times \text{ordinary daily remuneration}}{235}$$

- (iv) Where the employment of an employee is terminated after the completion of 235 completed working days with an employer, but before the annual leave has been granted to him, his employer shall-
- (aa) pay him the amount due in terms of subparagraph (i) hereof in respect of the period of leave which had accrued but was not granted before the date of termination of his employment, and
- (ab) pay him an amount calculated in accordance with the formula in subparagraph (iii) in respect of the period of employment completed after the date on which he became entitled to leave in terms of subparagraph (i).
- (v) "Notwithstanding the provisions of this clause no employee shall be entitled to take leave due within the first 25 days of employment."
- (b) (i) Every employee shall be entitled to and shall take his leave so as to commence within a period of four months from the due date, unless exemption is granted by the Council.
- (ii) The leave shall be granted by the employer so as to commence within a period of four months of the due date.
- (iii) The leave prescribed by this sub-clause shall include four weekends and shall be for one unbroken period: Provided that the employee may, with the mutual agreement of the employer, be permitted to take his leave in two periods, one of which is not less than 10 days.
- (iv) Where a public holiday falls on what would otherwise be a normal working day, the leave period shall be extended by one day for each public holiday falling within such leave period.
- (v) No employee shall engage in employment, whether for remuneration or not, during the leave period.

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- (vi) Any period during which an employee is off sick in excess of two working days up to a maximum of 18 working days per annum shall count as a qualifying period for leave: Provided that where it is required by the employer, a medical certificate shall be produced. Periods of absence on account of an accident arising out of and in the course of an employee's employment shall count for leave purposes if such accident has been admitted as falling within the provisions of the Compensation for Occupational Injuries and Diseases Act, 1993, and the periods of absence counting for purposes of the paid leave shall be the periods of disablement admitted by the said Act.
 - (vii) 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 he last became entitled to the paid leave, whichever is the later, and shall include shifts which would normally have been worked during periods of absence on the additional week's paid leave or accumulation thereof in terms of clause 17(1) (a) of this Agreement.
- (2) Notwithstanding the provisions of sub-clause (1) an employer may elect to observe an annual shutdown commencing in December of each year: Provided that the following provisions shall be observed:
- (a) He shall pay his employees, prior to the date of the annual shutdown, the full amount of leave-pay due to such employees in terms of this Agreement.
 - (b) Nothing contained herein shall operate to preclude an employer from cancelling the annual shutdown: Provided that -
 - (i) such cancellation has resulted from a change in the work schedule of the establishment, and
 - (ii) notice of such cancellation is given prior to 1 October of the year concerned.
 - (c) Notwithstanding any other provision of this Agreement, an employee who has not qualified for leave pay at the date of the shutdown shall be paid a proportionate leave pay as set out in paragraph (a) above, irrespective of any qualifying period specified in this Agreement.

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17. ADDITIONAL PAID LEAVE

- (1)(a) Every employee for whom wages are prescribed in this Agreement shall be entitled to an additional one week's leave, payable at his ordinary rate of wages, on qualifying for his fifth and subsequent leave with the same employer: Provided that the additional leave prescribed in this sub-clause shall be taken at a time mutually agreed on between the employer and employee and shall also count as part of the qualifying period for his next leave.
 - (b) The leave prescribed by paragraph (a) hereof may be accumulated up to a maximum of five weeks.
 - (c) The employee may, by mutual agreement with the employer, take payment in lieu of the leave prescribed by paragraph (a). In the event of the employer and employee failing to agree, the matter shall be referred to the Council for a decision, which shall be final.
 - (d) Where the services of an employee are terminated and such employee has accumulated leave in terms of paragraph (b) standing to his credit, the employer shall pay the employee in lieu of such accumulated leave.
 - (e) An employee, as a result of mergers or take-overs, shall not lose his qualification for the additional leave prescribed in paragraph (a). The provisions of clause 26 of this Agreement shall apply.
- (2) Save as is 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 on the date on which he last became entitled to leave, whichever is the later.

18. FAMILY RESPONSIBILITY LEAVE

- (1) During each leave cycle, an employee shall be entitled to a period of three days' paid leave which may be taken-
- (a) when the employee's child is born;
 - (b) when the employee's child is sick;
 - (c) in the event of the death of a member of the employee's immediate family.

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- (d) **Parental leave benefits** of up to 10 consecutive days per annum, when an employee's child is born, shall be accessed via the Unemployment Insurance Fund, in terms of Section 25A of the Basic Conditions of Employment Act, 1997, as amended.
- (2) Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in sub-clause (1) hereof for which the leave was taken.
- (3) An employee's unused entitlement to leave in terms of this clause may be accumulated up to a maximum of six days.
- (4) For the purposes of this clause, an employee's "immediate family" means-
 - (a) the employee's spouse or any other person who cohabits with the employee; and
 - (b) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

19. MATERNITY LEAVE

- (1) An employee is entitled to at least four consecutive months' maternity leave.
- (2) An employee may commence maternity leave -
 - (a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - (b) on a date from which a medical practitioner or midwife certifies that it is necessary for the employee's health or that of her unborn child.
- (3) No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- (4) An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or still birth.
- (5) An employee shall notify an employer of the date on which the employee intends to –
 - (a) commence maternity leave; and

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- (b) return to work after maternity leave.
- (6) Notification in terms of sub-clause (5) shall be given in writing, unless the employee is unable to do so -
 - (a) at least four weeks before the employee intends to commence maternity leave; or
 - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- (7) The payment of maternity benefits shall be determined by the Minister subject to the provisions of the Unemployment Insurance Act, 1966.

20. TRADE UNION REPRESENTATIVES' LEAVE

- (1) Provided that the party trade union represents ten (10) or more employees employed by the employer, an employee who is an elected representative of one of the party trade unions shall be entitled to take five days' special leave per year during working hours on full pay for the purpose of performing the functions of that office.
- (2) Subject to the provisions of sub-clause (1) the trade union representative shall be entitled to take an additional 10 days' special leave per year during working hours on full pay to attend meetings of this Bargaining Council, provided -
 - (a) the trade union representative is appointed as an official delegate to this Bargaining Council;
 - (b) no more than one such trade union representative shall be appointed from any particular employer for these purposes;
 - (c) that the trade union representative is appointed in terms of the provisions of the Act; and
 - (d) that such leave days may not be accumulated.
- (3) Where an employer, employs fewer than ten (10) but more than five (5) employees, the party trade union shall be entitled to elect one (1) "shop floor rep" from amongst the employees at that employer, provided that the party trade union has the majority of the employees, employed at that employer as members.

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A “shop floor rep” elected in terms of this sub-clause shall not be entitled to any trade union representative leave as contemplated in sub-clause 1 and sub-clause 2 hereof.

Furthermore, the “shop floor rep” shall not have any of the Trade Union representative rights as defined in this agreement and or the Act.

21. INJURY-ON-DUTY ALLOWANCE

Where an employer in terms of section 47(3) of the Compensation for Occupational Injuries and Diseases Act, 1993, is of a reasonable belief that an employee absent from work resulting from an injury on duty shall be compensated under the said Act and in respect of which a claim has been made under the Act, the employer shall pay an amount to the employee equivalent to 75 per cent of the employees' ordinary 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.

22. EXTENSION OF INSURANCE COVER FOR INJURY ON DUTY

Every employer shall either arrange with the Compensation Commissioner to extend and maintain the cover provided by the Compensation for Occupational Injuries and Diseases Act, 1993 as amended by the Compensation for Occupational Injuries and Diseases Amendment Act, No 61 of 1997, to all his employees who fall within the provisions of this Agreement or, alternatively, with a mutual association licenced by the Minister to provide benefits at least equivalent to those provided by the Compensation for Occupational Injuries and Diseases Act, 1993, as amended, in respect of his employees who fall within the provisions of this Agreement and whose earnings exceed the earnings ceiling specified in the said Act.

23. PAYMENT FOR PUBLIC HOLIDAYS

- (1) (a) An employee may agree with the employer to exchange a public holiday for any other day, and if so agreed shall not be entitled to any additional payment on such a public holiday.
- (b) Every employee shall, in respect of a public holiday, be paid at his ordinary rate of wages and allowances for the number of hours he would have worked on a normal working day (excluding overtime).
- (c) The payment prescribed in paragraph (b) hereof shall be deemed to be full payment in respect of such public holiday, and subject to the provisions of

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clause 9 of this Agreement no employee shall be entitled to further compensation in respect of such public holiday.

- (d) Notwithstanding the provisions of paragraphs (b) and (c) hereof, an employee who is required by his employer to work on the working day immediately prior to and/or succeeding a public holiday and who absents himself on such working day(s) shall not be entitled to payment for such public holiday: Provided that an employee shall be entitled to payment for such public holiday where the employer has given permission for such absence, or has condoned such absence, or where the employee was sick and can produce a medical certificate as proof if so required by the employer, or where the public holiday falls during the period of the annual leave of the employee.
- (e) “Where an employer dismisses an employee because of operational requirements, retrenchment or ill-health and the employment is terminated within a period of five (5) working days prior to a public holiday, such employer shall pay the employee in respect of the public holiday.

Where an employer dismisses an employee following an appropriate disciplinary process and the employment is terminated within a period of five (5) working days prior to a public holiday, such employer shall not be required to pay the employee in respect of the public holiday.”

- (2) Any employee who is aggrieved by the application to him of any of the provisions of sub-clause (1) (d) hereof may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

24. GENERAL CONTROL

A master installation electrician, an installation electrician or an electrical tester for single phase, shall exercise general control over all electrical installation work being carried out, and no person shall allow such work without such control.

25. TERMINATION OF EMPLOYMENT AND SEVERANCE PAY

- (1) A contract of employment terminable at the instance of a party may be terminated on notice of not less than –
 - (a) one week, if the employee has been employed for six months or less;

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- (b) two weeks, if the employee has been employed for more than six months.
- (2) Sub-clause (1) shall not affect-
 - (a) the right of an employer or an employee to terminate a contract of service without notice for any good cause recognised by law as sufficient, and provided that if an employee has been deemed to have absconded the employer must follow a fair procedure recognised by law before deciding whether or not to terminate their contract of employment.
 - (b) any agreement between an employer and an employee providing for a longer period of notice than that contemplated by sub-clause (1).
- (3) Instead of giving an employee notice in terms of sub-clause (1) or any agreement, an employer may pay an employee the wages the employee would have earned if the employee had worked during the prescribed or agreed period of notice.
- (4) Whenever a contract of service is terminable by notice in terms of sub-clause (1) -
 - (a) if the employee fails to give the notice or to work such notice period, the employer may deduct the wages for the notice period;
 - (b) if the employer fails to give the notice or to allow the employee to work during the notice period, the employer must pay the employee the wages the employee would have earned if the employee had worked during the period of notice.
- (5) In the case of a termination as a result of retrenchment, the employer-
 - (a) must inform the Council at least 14 days prior to notice of retrenchment being given.
 - (b) the provisions of the Labour Relations Act of 1995 apply for dismissals based on operational requirements.
 - (c) notwithstanding any other provision in this clause, the employer must give notice to the employee in accordance with sub-clause (1);
 - (d) must pay any employee who is retrenched, in addition to any other moneys due to him, severance pay of one week's wages for each completed year of service."

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

26. TRANSFER OF CONTRACT OF EMPLOYMENT

- (1) A contract of employment may not be transferred from one employer (referred to as "the old employer") to another employer (referred to as "the new employer") without the employee's consent, unless -
 - (a) the whole or any part of a business, trade or undertaking is transferred by the old employer as a going concern, or
 - (b) the whole or any part of a business, trade or undertaking is transferred as a going concern -
 - (i) if the old employer is insolvent and being wound up or is being sequestered, or
 - (ii) because a scheme of arrangement or compromise is being entered into to avoid winding-up or sequestration for reasons of insolvency.
- (2)
 - (a) If a business, trade or undertaking is transferred in the circumstances referred to in sub-clause (1)(a) above unless otherwise agreed, all the rights and obligations between the old employer and each employee at the time of the transfer shall continue to be in force as if they had been rights and obligations between the new employer and each employee and anything done before the transfer by or in relation to the old employer shall be considered to have been done by or in relation to the new employer.
 - (b) If a business is transferred in the circumstances envisaged by sub-clause (1)(b) above, unless otherwise agreed, the contracts of all employees that were in existence immediately before the old employer's winding-up or sequestration shall transfer automatically to the new employer, but all the rights and obligations between the old employer and each employee at the time of the transfer shall remain rights and obligations between the old employer and each employee, and anything done before the transfer by the old employer in respect of each employee shall be considered to have been done by the old employer.
- (3) An agreement contemplated in sub-clause (2) above shall be concluded with the appropriate person or body referred to in section 189 (1) of the Act.
- (4) A transfer referred to in sub-clause (1) shall not interrupt the employee's continuity of employment, which shall continue with the new employer as if with the old employer.

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- (5) The provisions of this clause shall not transfer or otherwise affect the liability of any person to be prosecuted for, convicted of, and sentenced for any offence.

27. INTEREST

If any amount that falls due in terms of clause 29 of Part I and clause 2(1) of Part II of this Agreement is not received in full by the Council by the 15th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions:

- (i) The interest payable shall accrue on the balance of the amount outstanding from time to time from the said 15th day until the full amount is received by the Council.
- (ii) An employer who does not pay to the Council the levies and contributions payable by him/her and his/her employees each month on the due date as specified in this Agreement shall pay interest to the Pension and or Provident Fund administrator for pension and/or provident fund contributions as prescribed by the Registrar of Pension Funds in terms of Section 13A (7) of the Pension Funds Act, 1956, as amended, and for all other contributions and levies to the Council, as provided for in terms of the Prescribed Rate of Interest Act, 1975 (Act 55 of 1975) calculated from the due date to the date of payment. Provided that if the Fund and Council agree, the Council shall collect such Pension/Provident Fund late payment interest on behalf of the Fund.
- (iii) The Council shall, in its absolute discretion, be entitled to waive payment by the employer of any interest which accrues in terms of this sub-clause, with the exception of Pension and/or Provident Fund interest.

28. TRADE UNION SUBSCRIPTIONS AND EMPLOYERS' ORGANISATION LEVY

- (1) An employer shall deduct the amount of the subscriptions payable to the party trade union, in respect of each week or part of a week of employment, including the period an employee is on leave in terms of clause 16 of this Agreement, from the earnings of every employee who is a member of a party trade union and shall forward the amount thus deducted, together with the form specified by the Council, to the Secretary of the Council, not later than the 15th day of each month following that in respect of which the deductions were made: Provided that a signed stop-order is received from the employee indicating the party union of which he is a member.

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- (2) Every employer who is a member of the employers' organisation shall forward the levy payable to the Association, in respect of each week or part of a week of employment of each employee for whom wages are prescribed in this Agreement, including the period an employee is on leave in terms of clause 16 of this Agreement, to the Secretary of the Council, not later than the 15th day of each month following that in respect of which the payments are made: Provided that the employers' organisation shall submit to the Council proof of membership in respect of all new members.
- (3) The appropriate party trade union and the employers' organisation shall indemnify the Council against any claim that may arise in respect of this clause, and when a deduction for subscriptions or the payment of the levy in terms of this clause has been made, irrespective of whether, this amount has been paid over to the said trade union or employers' organisation, the employee or employer concerned shall be deemed to, have paid his subscriptions or levy to the said trade union or employers' organisation.
- (4) The Secretary of the Council shall pay all amounts paid in terms of sub-clauses (1), (2) and (3) hereof to the parties concerned within 30 days of the month in which the amounts were received by the Council.
- (5) The Council shall undertake to render all reasonable services to give effect to this clause for which a maximum amount of three per cent of all contributions and levies in terms of sub-clauses (1), (2) and (3) hereof shall be paid to the Council.
- (6) A sole proprietor, partner, working director or employer engaged in work specified in this Agreement shall be deemed to be an employee in respect of whom contributions are required to be made in terms of sub-clause (2) hereof.

29. BENEFIT FUNDS

For the purposes of this Agreement, the following Benefit Funds, which were extended on the dates listed below, are hereby continued:

- (a) The Electrical Industry Sick Pay Fund - 17/10/ 2003
- (b) National Pension and Provident Funds Collective Agreement – Government Gazette No 31191 - 04/07/2008
- (c) All Council and benefit fund contributions are calculated based on the following normal working hours per region:
Region A & B - 42.50 hours per week
Region C - 42.5 hours per week in respect of Pension Fund contributions only.
All other contributions are to be calculated on 44 hours per week.

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Region D - 40 hours per week

- (d) The Council shall provide PHI (disability) and funeral risk benefits in respect of Region A, B and C Pension Fund and Provident Fund members.
- (e) The Council shall provide fixed term contract employees with risk only benefits, namely **death/Group Life Assurance (GLA)**, disability benefits (PHI) and funeral benefits.
- (f) In the event that an employee fails to qualify for death, disability, and/or funeral benefits in terms of the pension and/or provident fund Agreements because the employer failed to pay contributions owing in respect of the employee's membership, the employer shall be liable to pay to such employee or his/her beneficiaries an amount of money equal to the death, disability and/or funeral benefits that would have been payable to the employee under the rules of the applicable fund had the contributions been paid by the employer.
- (g) Total monthly contributions to the Pension/Provident Funds in respect of each Region are as follows:

Region A – 15% (50% paid by the employee and 50% paid by the employer)
Region B – 15% (50% paid by the employee and 50% paid by the employer)
Region C – 15% (40% paid by the employee and 60% paid by the employer)
Region D – 15% (50% paid by the employee and 50% paid by the employer)

In the event that a New National Pension Fund comes into operation during the period of operation of this agreement, all new scheduled employee entrants shall be required to participate in this Fund.

30. FIXED TERM CONTRACTS

- (1) The provisions of Section 198B of the Act are incorporated in this Agreement.
- (2) This Clause does not apply to:
 - (i) Employees earning more than the Earnings threshold as published by the Minister of Labour from time to time in terms of Section 6 (3) of the Basic Conditions of Employment Act (75/1997) – [Earnings Threshold Determination].
 - (ii) Employers who employ fewer than ten employees.
 - (iii) Employers who employ under 50 people and whose businesses have been in operation for less than two years, unless the employer conducts more than one business or his business was formed by the division or dissolution of an existing business.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

- (3) An employee can be employed on a fixed-term contract or successive fixed-term contracts for longer than three months *only* if the nature of the work for which the employee is employed is of a limited or definite duration, or if the employer can demonstrate any other justifiable reason for fixing the term of the contract.
- (4) A fixed-term contract for longer than 3 months shall only be justifiable if the employee:
 - (i) Is replacing another employee who is temporarily absent from work;
 - (ii) Is employed on account of a temporary increase in the volume of work which is not expected to endure beyond twelve months.
 - (iii) Is a student or recent graduate employed for the purpose of being trained or gaining work experience to enter a job or profession.
 - (iv) Is employed to work exclusively on a specific project which has a limited or defined duration. Notwithstanding this provision, an employer is permitted to move an employee from one site to another provided that there are justifiable reasons for doing so, namely, shortage of work, increase in the volume of work, and skills required. Provided further that the duration of the employee's contract does not extend beyond the agreed contract period, unless the parties have agreed in writing to extend the contract.
 - (v) Is a non-citizen who has been granted a work permit for a defined period.
 - (vi) Is employed to perform seasonal work.
 - (vii) Is employed for the purposes of an official public works scheme or similar public job creation scheme.
 - (viii) Is employed in a position funded by an external source for a limited period.
 - (ix) Has reached the normal or agreed-upon retirement age applicable in the employer's business.
- (5) Employment on a fixed-term contract concluded or renewed in instances where the employer cannot prove that the work the employee is employed to do is of a limited or definite duration, or where the employer cannot demonstrate any justifiable reasons for making the contract a fixed-term contract, shall be deemed to be of an indefinite period.
- (6) An offer to employ an employee on a fixed-term contract or to renew or extend a fixed-term contract *must* be in writing and the reasons for fixing the period of the contract must be stated.

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- (7) Employees employed on fixed-term contracts for longer than three months must *not* be treated less favourably than employees employed on a permanent basis and who perform the same or similar work, unless there is a justifiable reason for the different conditions.
- (8) The employer *must* provide all employees with equal opportunities to apply for vacancies.
- (9) Employers who employ people on fixed-term contracts to work exclusively on a specific project with a limited or defined duration exceeding 24 months *must* pay the employee, on expiry of the contract, one week's remuneration for each completed year of the contract, calculated in accordance with section 35 of the BCEA.
- (10) However, should an employer offer an employee alternative employment with the same or any other employer and the employee refuses to accept such offer which is on the same or similar terms, such employee is not entitled to one week's remuneration.
- (11) In cases where an employee is engaged on a fixed term contract, and such employee has not previously contributed to the Electrical Industry Pension/Provident Fund, the employer shall cover such employee only for the purposes of risk benefits, that is death, disability, funeral and sick pay, whilst employed on such fixed term contract: Provided this shall not apply to an employee who was previously a member of the Pension/Provident Fund and has not withdrawn from such Fund. Provided that should such employee be employed on a further fixed term contract with the same employer within 90 days of the termination of his original fixed term contract, the employer and employee shall contribute towards the employee's Pension/Provident Fund.
- (12) In any proceedings, the employer bears the onus of proving that there was a justifiable reason for fixing the term of the contract and that the period was agreed to.

31. CLOSING OF ESTABLISHMENT ON AN ORDINARY WORKING DAY

Notwithstanding anything to the contrary in this Agreement, an establishment may, by mutual arrangement between the employer and not less than 66 per cent of his employees, be closed during any period of work specified for that establishment in terms of clause 6 of this Agreement.

Where such an arrangement has been arrived at for each specific closing of the establishment, the Council shall be advised of such arrangements made.

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32. REGISTRATION OF EMPLOYERS AND EMPLOYEES

(1) (a) Every employer in the Electrical Industry shall, within 30 days of the date of coming into operation of this Agreement, register with the Council by forwarding to the Secretary of the Council the following particulars, on the form prescribed by the Council, together with the registration fee prescribed:

- (i) full name of business,
- (ii) business address,
- (iii) full names of owners/partners/directors/members,
- (iv) residential address of owners/partners/directors/members,
- (v) the registration fee determined by the Council from time to time and provided that it shall not exceed R3000.00;
- (vi) the name of the registered person who is employed in a full-time capacity, in terms of the Electrical Installation Regulations, 2009;
- (vii) the full names of all other employees employed by him, including identity numbers, categories of employment, residential addresses and, in respect of each individual employee or employer, any additional personal particulars as may be required by the Council, and by endeavouring to submit the completed beneficiary form to Council within 30 days of date of registration.

In the event that the staff complement changes at any time during the course of operation of the business, the employer must notify Council within 30 days of such changes and shall furnish all other particulars required in terms of this clause.

Documentation, as required in terms of the Financial Intelligence Centre Act, No 38 of 2001 ("FICA") shall be submitted to the Council for all new employer registrations. Currently registered employers shall also be required to submit this information as and when required in terms of legislation.

Any changes to the information that the Council has on files must be furnished to it within 30 days of such changes.

- (viii) an electrical contractor's certificate of registration issued by the Chief Inspector, or a person appointed by him in terms of the Electrical Installation Regulations, 2009, made under the Occupational Health and Safety Act, 1993,

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- (ix) satisfactory proof of registration with the Unemployment Insurance Fund, the Compensation Fund Commissioner, the relevant local authority and the South African Revenue Service.

The requirements prescribed by this paragraph shall be maintained during the period of registration, and evidence of the continued validity thereof shall be produced at the request of the Council. If there is any change to the above requirements, the Council shall be notified within 30 days.

- (x) the Council shall not register any person as an employer who is registered as an employee in the industry unless he or she has the written permission of their employer to do so.
 - (b) An employer who has already, prior to the date of coming into operation of this Agreement, furnished the particulars required under this clause shall be deemed to have complied with the provisions thereof and to be registered with the Council.
 - (c) Employers entering the Industry after the date of coming into operation of this Agreement shall register with the Council and shall furnish the particulars required under paragraph (a) above within 30 days of commencing operations.
 - (d) Should the business cease to exist, the Council shall be notified within 30 days.
- (2) Every employer to whom this Agreement applies, but who is not registered in terms of the provisions of sub-clause (1) (a) of this clause, shall be deemed to be registered from the date of commencement of his business and shall observe the provisions of this Agreement.
 - (3) All applications for registration shall be made directly to the Secretary of the Council in the area in which the employer is operating or intends to operate his business.

The postal addresses of the Regional Councils are -

- Bloemfontein : PO Box 1379, Bloemfontein, 9300
- Cape : PO Box 1220, Parow, 7499
- East London : P.O. Box 19852 Tecoma, East London, 5214.
- Gauteng : PO Box 31402, Braamfontein, 2017

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George : P.O. Box 1952, George, 6529

Kwazulu -Natal : P.O BOX 47852, Greyville, Durban, 4023
Nelspruit : P.O. Box 19646, The Village Mall, Nelspruit.1200

Polokwane : P.O. Box 2478, Polokwane. 0700

Port Elizabeth : PO Box 27287, Greenacres, 6057

Pretoria: : P.O. BOX 12399, Hatfield, 0028

- (4) (a) Every employer who has in his employ the categories of employees for whom basic minimum wages are prescribed in terms of clause 4 of Part 11 of this agreement shall be required to pay to the Council a levy amounting to R2.00 per such employee per week
- (b) The amounts paid to the Council in terms of paragraph 4(a) above shall be deposited in a separate bank account and may be invested by the Council in paid up shares, fixed deposits or savings accounts with any bank.
- (c) Notwithstanding sub-clause 4(a) and 4 (b) above, R2.00 levy contributions shall not be paid to the Council for as long as the Council has an insured scheme in place.
- (d) In the event of the insolvency of any employer who is registered with Council the Scheme established by the Council or the Council ,in the event there is no scheme in place, shall pay leave pay which has accrued to the employees of that employer: Provided that the liability of the Council shall be limited to the total moneys collected and deposited in terms of paragraph (b) above: provided further that the employees so compensated cede their claims to the Council and that the Council have the right to claim any amount so paid out from the insolvent estate.

CLAUSE 32A. COMPLIANCE BY CONTRACTORS SUB CONTRACTING WORK TO ANOTHER PERSON OR TO A SUBCONTRACTOR (INCLUDING TEMPORARY EMPLOYMENT SERVICES)

No contractor shall enter into an agreement to subcontract electrical work to another person, subcontractor, or temporary employment service that is subject to the provisions of the Council's Main Collective Agreement, unless at the time of entering into the agreement, the contractor informs the Council of such agreement with the subcontractor and the details of the site where the subcontractor is operational.

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Provided further that no person may utilise a temporary employment service for work in connection with the Electrical Industry as defined in the Council's Main Collective Agreement, unless both the person and the temporary employment service are, at all times during the use of the temporary employment service, employers in good standing with the Council.

The provisions of Section 198 of the Act read with Clause 38 of the Council's Main Collective Agreement shall apply to any person who enters an agreement to utilize a temporary employment service for work in connection with the Electrical Industry.

33. TRAINING OF ELECTRICAL CONSTRUCTION OPERATORS

- (1) Upgrade from Electrical Assistant to Elconop 1:

When an employer upgrades an employee from Electrical Assistant to Elconop 1, he shall inform the Council in writing within thirty days from the date thereof, and apply to the Council for a new registration card to be issued to the employee.

- (2) Upgrade from Elconop 1 to Elconop 2:

When an employer wishes to upgrade an employee from Elconop 1 to Elconop 2, he shall arrange for the Elconop 1 to attend the prescribed formal training course at an institutionalised training centre accredited by the appropriate "SETA". Should the Elconop 1 be successful in the examination, he shall from the date of undertaking such examination be promoted to Elconop 2 and the employer shall apply to the Council for a new registration card to be issued to such employee.

- (3) Upgrade from Elconop 2 to Elconop 3:

The provisions of sub-clause (2) above shall apply in upgrading an Elconop 2 to an Elconop 3, save that the Elconop 2 must have been employed in the Industry for a continuous period of at least 12 months.

- (4) Requirements while undergoing training:

- i) The employee shall be remunerated as an Electrical Assistant whilst undergoing on-site training to upgrade to an Elconop 1 and an employer shall allow him to perform the duties of an Elconop 1 during this period. The on-site training shall not exceed a period of three months.

Should the employee not be deemed to be competent as an Elconop 1 by the employer at the end of the on-site training period, he shall

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immediately revert to employment on the previous terms and conditions applicable to him as an Electrical Assistant.

- ii) The employee shall be remunerated as an Elconop 1 whilst undergoing formal training at an institutionalised training centre, to upgrade to an Elconop 2;

The employee shall be remunerated as an Elconop 2 whilst undergoing formal training at an institutionalised training centre, to upgrade to an Elconop 3;

- iii) For a period not exceeding three months after undertaking the prescribed formal training, an employer shall be permitted to provide on-site training for the Elconop 1 prior to him undertaking the examination for Elconop 2 and allow him to perform the duties of an Elconop 2. The employer shall not be required to pay the wages of an Elconop 2 during the period the Elconop 1 is receiving on-site training.

- iv) The provisions of sub-clause (4)(iii) above shall apply in upgrading an Elconop 2 to Elconop 3.

- (5) All Elconop 1, Elconop 2, and Elconop 3 employees shall be issued with a registration card in the manner and form prescribed by the Council. Such registration card, for which a fee not exceeding R20, 00 shall be payable by the employee, shall contain a photograph of the employee and his category of employment. Such card shall at all times during working hours be carried on the person of the employee.

34. OUTWORK

- (1) No employer shall require or allow any of his employees to undertake work in connection with the Electrical Industry other than to execute work in completion of an order placed with such employer.
- (2) No employee whilst in the employ of an employer shall solicit, undertake or perform any work other than on behalf of his own employer in the Electrical Industry, whether for remuneration or not, during or outside of the ordinary hours of work or working days prescribed in clause 6 of this Agreement, save that such employee may carry out work on his own premises outside of normal working hours.
- (3) No employer shall employ any employee of another employer in the Electrical Industry, whether for remuneration or not, during or outside of normal working hours or during any leave period of such employee.

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35. PIECEWORK AND INCENTIVE PAYMENTS

- (1) The giving out by employers or the performance by employees of work on a piecework basis is prohibited.
- (2) Notwithstanding the provisions of sub-clause (1) of this clause, it shall be permissible, by mutual agreement between any individual employer and his employee, to introduce and to operate a system of incentive payments: Provided that as a result of the introduction and operation of such system the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in this Agreement: Provided further that the other provisions of this Agreement are adhered to in every respect: Provided further that apprentices shall not be allowed to participate in such a system.

36. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE

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

37. HIV POLICY

Both employers and employees shall observe the Code of Good Practice: Key Aspects of HIV/AIDS and Employment published under Government Notice No. R. 1298 of 1 December 2000."

38. TEMPORARY EMPLOYMENT SERVICES

- (1) The provisions of Section 198 and Section 198A of the Act are incorporated in this Agreement.
- (2) All temporary employment services as referred to in section 198 of the Act, shall register with the Council if they provide to a client employees to perform any work falling within the definition of "Electrical Industry".
- (3) No employer may use the services of employees procured from a temporary employment service, unless such service provides sufficient proof of -
 - (a) registration in terms of the Unemployment Insurance Act, 1966;
 - (b) registration in terms of the Compensation for Occupational Injuries and Diseases Act, 1993;
 - (c) registration with this Council; and

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- (d) compliance with the provisions of this Agreement.
- (4) An employer who procures the services of an employee or employees from a temporary employment service shall complete a form in the format specified by the Council in respect of each such employee, and such form shall be signed by both the employer and the employee concerned declaring that the particulars are correct.
- Refer to ADDENDUM 2 of Part 1 of this Agreement.**
- (5) The form referred to in sub-clause (4) shall contain the following particulars:
- (a) The name, telephone number, residential address and identity number of the employee,
 - (b) the business name, business telephone number and physical business address of the temporary employment service concerned,
 - (c) the date from which the employer uses the services of the employee and the expected termination date,
 - (d) the site address where the services of the employee are to be used,
 - (e) the anticipated normal working hours and overtime to be worked by the employee, and
 - (f) the occupation applicable to the employee in terms of this Agreement.
- (6) The employer shall submit the form referred to in sub-clause (4) above to the Council within five working days after he has commenced using the services of the employee or employees.
- (7) In terms of section 198(4) of the Act, the temporary employment service and the employer shall jointly and severally be liable if the temporary employment service, in respect of its employees, contravenes any of the conditions of this Agreement.
- (8) If the client of a temporary employment service is jointly and severally liable in terms of Section 198(A) or is deemed to be the employer of an employee in terms of section 198 A(3)(b)
- (a) The employee may institute proceedings against either the temporary employment service and the client:

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- (b) A designated Council Agent acting in terms of this Agreement may secure and enforce compliance against the temporary employment or the client as if it were the employer, or both; and
 - (c) Any order or award made against a temporary employment service or client in terms of this subsection may be enforced against either.
- (9) The temporary employment service shall be required to comply with all the terms and conditions of this Agreement and the relevant Pension/Provident Fund Agreements referred to in clause 29 of this Agreement.
 - (10) Should the temporary employment service be a member of an employers' organisation that is a party to the Council, the provisions relating to trade union membership and subscriptions and payment of employer's organisation levies shall apply.
 - (11) The Council staff shall conduct wage book inspections at all temporary employment services every 6 months.

39. TEMPORARY EMPLOYMENT SERVICES PROVISIONS IN RESPECT OF EMPLOYEES EARNING BELOW THE EARNINGS THRESHOLD

- (1) This section only applies to employees earning below the earnings threshold as published by the Minister of Labour from time to time in terms of Section 6 (3) of the Basic Conditions of Employment Act, (No 75 of 1997) [Earnings Threshold Determination]
- (2) For the purposes of this Agreement, an employee:
 - (a) Performing a temporary service as per the temporary service definition for the client is the employee of the temporary employment services; or
 - (b) Not performing such temporary service for the client is deemed to be the employee of that client and the client is deemed to be the employer; and subject to the justification provisions in Clause 30, employed on an indefinite basis by the client
- (3) All the terms and conditions of this Agreement shall apply in respect of an employee deemed to be employed on an indefinite basis.

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40. PROHIBITION OF CESSION AND/OR SET-OFF

- (1) No claim whatsoever by any employee against the Council shall be capable of being ceded and no purported cession thereof shall be binding upon the Council.
- (2) Set-off between any amounts payable to an employee referred to in clause 15 of this Agreement and any amounts payable by such employee, the deduction of which is prohibited by that clause, shall not operate and is expressly excluded, and this provision shall be deemed to be a term of every contract of employment between employer and employee.

41. FIRST- AID

Every employer shall provide and maintain in good order suitable first-aid equipment as prescribed in regulation 3 of the General Safety Regulations, 1986, made under the Occupational, Health and Safety Act, 1993, on any premises where employees are employed by him.

42. CERTIFICATE OF SERVICE

Every employer shall provide each employee, on the termination of his employment, with a certificate of service showing the full names of the employer and the employee, the nature of the employment, the date of commencement and the date of termination of employment.

43. STORAGE, INSURANCE AND PROVISION OF TOOLS

- (1) Lockup facilities shall be provided by the employer on all sites and workshops for locking up tools.
- (2) Every employer shall take out an insurance policy with a registered insurance company, insuring tools which are the private property of skilled employees in his employ against the loss or destruction or damage of the tools through fire or theft whilst on the employer's premises.

The maximum cover under this clause shall be R2 000,00 per employee: Provided that 10 per cent of any loss or damages for which payment is claimed shall be borne by the employee: Provided further that an employer shall require a skilled employee, within seven days of the commencement of his employment, to submit to him a mutually agreed inventory of the tools in his possession, , and the skilled employee shall comply with such requirements to

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enable the employer to effect the insurance prescribed above. The employer may verify such inventory from time to time.

- (3) Examples of tools that a "skilled employee" may be required to have in his possession from time to time include but are not limited to the following:

electrician's pliers, long-nose pliers, tape measure (6m), hacksaw (junior and ordinary), cable knife, wire strippers, one 15cm and one 30cm shifting spanner, ballpein hammer, spirit level, set square (15cm), soldering iron, crimping pliers, side cutters (diagonal type), six assorted screwdrivers, carpenter's hammer, tin snips, six assorted standard flat and/or ring spanners, one small and one large wood chisel, set of allen keys and water pump-pliers.

- (4) The employer shall, where such tools are necessary, provide-

flat and round files with handles, stocks-and-dies, chasing chisels, masonry drills, electrical testing instruments, geyser spanners, hole saws, benders, reamers, fish tapes, twist drills, die nuts, chassis punches and electric power tools: Provided that such tools shall remain the property of the employer. The employee shall exercise due care in the use of/and storage of tools provided by his employer.

The employer shall be entitled to make a deduction from the remuneration payable to any employee for the loss of the employer's equipment signed for by such employee or the insurance excess payable on the loss of any such equipment.

- (5) For the purposes of this clause, "skilled employee" shall mean a master installation electrician, an installation electrician, an electrical tester for single-phase, an electrician, an artisan, a domestic electrical installer, an apprentice, an Elconop 2, and an Elconop 3.

44. ADMINISTRATION OF AGREEMENT

- (1) The Council shall be the body responsible for the administration of this Agreement.
- (2) Every employer shall keep in his establishment, in a place readily available, a legible copy of this Agreement.
- (3) Every employer shall display in his establishment, in a place readily accessible to his employees, a notice stating the starting and finishing time of work.

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45. DESIGNATED AGENTS

The Council shall request the Minister, in terms of section 33 of the Act, to appoint persons to be designated agents to assist in giving effect to this Agreement. A designated agent shall have the powers conferred upon him in terms of section 33A read with Schedule 10 of the Act.

46. TRADE UNION ACCESS

- (1) Any office-bearer or official of the representative trade unions shall be entitled to enter the employer's premises or place of work in order to recruit members or communicate with members, or otherwise serve their interests.
- (2) A representative trade union shall be entitled to hold meetings with employees outside their working hours at the employer's premises or place of work.
- (3) The members of a representative trade union shall be entitled to vote at the employer's premises or place of work in any election or ballot contemplated by the trade union's constitution.
- (4) The rights of access granted in (1), (2), and (3) above are extended to any place of work provided that the party trade union be granted access by the client and the principal contractor.
- 5) The rights conferred by this section shall be subject to any conditions as to time and place that are reasonable and necessary to safeguard life or property or to prevent the undue disruption of work.

47. EXEMPTIONS

- (1) In terms of section 32 of the Act the Council shall consider all applications for exemption from any of the provisions of this Agreement for any good and sufficient reason within 30 days from the date of receipt of such application.
- (2) All applications for exemption shall be in writing (on an application form provided by the Council) and shall be addressed to the Regional Manager of the Council in the relevant region for consideration by the Regional Exemptions Committee.
- (3) All applications for exemptions shall be substantiated, and such substantiation shall include the following details:
 - (a) The period for which the exemption is required,

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- (b) the Agreement and clauses or sub-clauses of the Agreement from which the exemption is required,
 - (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultation, either in support of or against the application, shall be included with the application.
- (4) The Regional Manager of the Council shall place the applications for exemption on the agenda of the next Regional Exemptions Committee meeting for consideration.
 - (5) The Regional Manager shall provide the Regional Exemptions Committee with details of all the applications for exemption.
 - (6) The Council shall consider and decide on all written applications and, when requested by the applicants or objectors to do so, may interview applicants or objectors at its following meeting:
 - (7) The Council may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.
 - (8) Once the Council has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.
 - (9) When the Council decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason or reasons for not granting an exemption.
 - (10) Exemption criteria -

The Council shall consider all applications for exemption with reference to the following criteria:

- (a) The written and verbal substantiation provided by the applicant,
- (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted,
- (c) the terms of the exemption,
- (d) the infringement of basic conditions of employment rights,

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- (e) the fact that a competitive advantage may not be created by the exemption,
 - (f) the effect of the exemption on any employee benefit fund or training provision in relation to the alternative comparative bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability,
 - (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Electrical industry,
 - (h) any existing special economic or other circumstances which warrant the granting of the exemption,
 - (i) reporting requirements by the applicant and monitoring and re-evaluation processes, and
 - (j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.
 - (k) Once a notice to attend arbitration proceedings has been issued, no employer or employee may make application for exemption from any provision of the collective agreement to which the arbitration notice relates.
 - (l) Any exemption applied for after the notice to attend arbitration has been issued shall not stay the arbitration proceedings. The arbitrator shall be requested to make an appropriate arbitration award.
- (11) In terms of section 32 of the Act, the Council hereby establishes an Independent Appeal body to hear and decide as soon as possible, but no later than 30 days after the appeal is lodged, against –
- (a) the Council's refusal of an application for exemption from the provisions contained in this Agreement,
 - (b) the withdrawal of such exemption by the Council.

Provided that such appeals are lodged with Council within 30 days from the date of receipt of the outcome of the exemption application.

- (12) The Secretary shall, upon receipt of a written application for an appeal, forward the application together with the original application for exemption and all supporting documents to the Independent Appeal body for a decision.

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- (13) The Independent Appeal body shall consider all applications within 14 days of receipt reference to the criteria set out in sub-clause (10) above and shall ensure that the applications are not in conflict with the primary objects of the Act.
- (14) The Independent Appeals Body may defer a decision to a subsequent meeting if additional motivation, information or verbal representations are considered necessary to decide the application for exemption.
- (15) The Independent Appeals Body shall issue a certificate within 14 days of the date of its decision to uphold the appeal and grant exemption. The certificate should specify the terms of the exemption and the reporting requirements by the applicant and the monitoring and re-valuation processes.
- (16) The Independent Appeals Body shall advise the applicant(s) within 10 working days of the date of its decision not to grant exemption or part of an exemption requested and shall provide a written reason or reasons for the decision not to grant exemption.

48. NEGOTIATING PROCEDURES

- (1) Where any party to the Council wishes to initiate negotiations for the amendment of any existing Agreement or the introduction of a new Agreement, the party shall submit its proposals in writing to the Secretary.
- (2) The Secretary shall immediately arrange for the proposals to be circulated to all interested parties and shall take steps to arrange a negotiating meeting within 45 days of receipt of the proposal. The date of the first negotiating meeting shall be decided at the next meeting of the Council and such negotiating meeting shall be held within 30 (thirty) days of the Council meeting.
- (3) Further negotiating meetings may be held by agreement between the parties, who may also agree on any procedures, documentation, or any other matters for the purposes of assisting the negotiations.
- (4) If the negotiations have not been concluded within the 30 (thirty) days of the first negotiating meeting held, or as otherwise agreed between the parties, any party to those negotiations may declare a dispute by notice in writing to the Council and shall satisfy the Council that a copy of the referral has been served on all other parties to the dispute. This service shall be effected by means of telefax, hand delivery or registered post.
- (5) Industry disputes shall be processed in accordance with clause 50(4). All other disputes shall be processed in accordance with clause 50 (1) to 50 (3) of this Agreement.

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49. GENERAL RULES GOVERNING CONCILIATIONS AND ARBITRATIONS CONDUCTED UNDER THE AUSPICES OF THE COUNCIL

- (1) Notwithstanding the following procedures and rules, any omissions there from shall be dealt with in accordance with the Rules for the Conduct of Proceedings before the CCMA as amended from time to time.
- (2) **How to bring an application**
 - (a) This rule applies to any application for condonation, joinder, substitution, variation or recession, application in a jurisdictional dispute or any other preliminary application.
All applications must comply with Rule 31 of the CCMA rules.
- (3) **How to apply to vary or rescind arbitration awards or rulings**
 - (a) An application for the variation or rescission of an arbitration award or ruling must be made within 14 days of the date on which the applicant became aware of the arbitration award or ruling or became aware of a mistake common to the parties to the proceedings.
 - (b) A ruling made by a Council appointed conciliator or arbitrator which has the effect of a final order, shall be regarded as a ruling for the purposes of this clause.
- (4) **Condonation for failure to comply with the rules**

The Council or arbitrator or conciliator may condone any failure to comply with the time frames in this clause, on good cause shown.

50 - RESOLUTION OF DISPUTES

(1) Procedure to enforce compliance with this agreement:

The Council shall take all reasonable steps necessary to ensure compliance with this agreement. If whether through its own investigations or through any other source, it appears as if the provisions of this agreement have been breached then the following procedure shall apply to enforce compliance:

- (a) The appointed official of Council shall investigate the alleged breach.
- (b) If, upon completion of the investigation, the appointed official of Council has reason to believe that this agreement has been breached,

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

the appointed person may endeavor to secure compliance with the agreement by any or all of the following means:

- (i) Issue a compliance order requiring any person bound by the collective agreement to comply with the collective agreement within a specified period.
- (ii) refer the matter to arbitration in terms of this agreement
- (iii) a designated agent of Council shall have all the powers conferred to him in terms of section 33 read with section 33A and Schedule 10 of the Act.

(c) Arbitration

- (i) Upon referral of the unresolved dispute to arbitration, Council shall appoint an arbitrator from its panel to hear and determine the alleged breach of this agreement. The arbitrator shall be independent of the Council.
- (ii) The Council shall decide the date, time, and venue of the arbitration hearing, but shall give the parties at least 21 days written notice of an arbitration hearing, unless the parties agree to a shorter period.
- (iii) The Council shall serve notice of the date, time and venue of the arbitration on all parties who may have a legal interest in the outcome of arbitration.
- (iv) Any party who has a legal interest in the outcome of the arbitration shall have the right to –
 - give evidence
 - call witnesses
 - question the witnesses of the other party
 - address the concluding arguments with the arbitrator
 - be represented by a legal practitioner or co-employee or any office-bearer or official of his trade union or employers' organisation and, if the party is a juristic person, by a director or employee thereof.

(d) The arbitrator shall have the following powers:

- (i) To determine whether there has been a breach of this agreement.
- (ii) To make any appropriate award that gives effect to the collective agreement and to ensure compliance therewith.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

- (iii) To conduct the arbitration in a manner and form that he considers appropriate in order to determine the dispute fairly and quickly but shall deal with the substantial merits of the dispute with the minimum of legal formalities. Subject to the discretion of the arbitrator as to the appropriate form of the proceedings, a party to the dispute may give evidence, call witnesses, question the witnesses of any other party, and address concluding arguments to the arbitrator.
- (iv) The appointed arbitrator may at any stage prior to or during the arbitration proceedings, suspend the arbitration proceedings and attempt to resolve the dispute through conciliation with the consent of all the parties to the dispute. If appropriate, the arbitrator may refer the dispute to another conciliator to be conciliated.
- (v) To adjourn the arbitration proceedings to a later date or to make an award in the absence of a party who is alleged to have breached the agreement, if -
 - such party fails to appear in person or to be represented at the arbitration proceedings, and *prima facie* evidence has been presented to the arbitrator that the party in question has failed to comply with this agreement. Provided that proof is presented that written notification has been forwarded to such party –
 - (a) by registered mail or telegram to such party's last known address or an address chosen by that person to receive service and 21 days have lapsed since such notification has been mailed; or
 - (b) by fax transmission or telexing to such party's last known fax number or telex number; or a fax or telefax number chosen by that person to receive service and 21 days have lapsed since such notification has been faxed; or
 - (c) by hand delivery to such party's last known business or residential address; or an address chosen by that person to receive service and 21 days have lapsed since such notification has been hand delivered.
 - (d) by emailing a copy of the document to the person's email or an email address chosen by that person to receive service.
 - (e) a document may also be served -
 - (i) on a company or other body corporate by handing a copy to a responsible employee of the company or body at

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

its registered office, its principal place of business within the Republic or its main place of business within the magisterial district in which the dispute first arose;

(ii) on an employer by handing a copy of that document to a responsible employee of the employer at the workplace where the employees involved in the dispute ordinarily work or worked;

(iii) on a trade union or employers' organisation by handing a copy of that document to a responsible employee or official at the main office of the union or employers' organization or its office in the magisterial district in which the dispute arose;

(iv) on a partnership, firm or association by handing a copy of that document to a responsible employee or official at the place of business of the partnership, firm or association or, if it has no place of business, by serving a copy of the document on a partner, the owner of the firm or chairman or secretary of the managing or other controlling body of the association, as the case may be;

(v) on a municipality, by serving a copy of the document on the municipal manager or any person acting on behalf of that person;

(vi) on a statutory body by handing a copy to the secretary or similar officer or member of the board or committee of that body, or any person acting on behalf of that body or

(vii) on the state or a province, a state department or a provincial department, a minister, premier or a member of the executive committee of a province by handing a copy to a responsible employee at the head office of the party or to a responsible employee at any office of the State Attorney.

(f) if no person identified in (e)(i) to e(vii) above is willing to accept service may be effected by affixing a copy of the document to -

(i) the main door of the premises concerned; or

(ii) if this is not accessible, a post box or other place to which the public has access.

(vi) The arbitrator conducting arbitration in terms of this sub-clause has the powers of a Commissioner in terms of section 33A, section 142 and section 138 of the Act, read with the changes required by the context.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

- (vii) The appointed arbitrator shall have the power to vary, rescind or amend any arbitration award issued by him or by any arbitrator on application by any affected party or on his own accord within 14 days of the date on which the applicant became aware of the arbitration award or ruling or a mistake common to the parties to the proceedings and without limiting the generality hereof shall have this power if -
- the award was erroneously sought or erroneously made in the absence of any party affected by the award.
 - the award is ambiguous or contains an obvious error or omission, but only to the extent of that ambiguity, error or omission
 - the award was granted as a result of a mistake common to the parties to the proceedings.
- (e) Any award made by the arbitrator, shall be served on all interested parties by the Council and must be made within 14 days after the expiry of the arbitration proceedings.
- (f) The Council may apply to make the arbitration award an order of court in terms of section 143 or section 158(1) of the Act.
- (g) The Council may apply for a writ of execution to enforce the order of court made in terms of section 143(1) of the Act.
- (h) The provisions of this procedure shall apply in addition to any other legal remedy which the Council may apply to enforce a collective agreement. In the event that the Council has to instruct a debt collecting agency or a legal practitioner to collect and or to litigate in respect of any amount due to it by the defaulter in terms of any arbitration award, the defaulter shall also be liable in terms of this clause for payment of any commission and any other litigation costs incurred in the enforcement and collection thereof.”
- (i) If the arbitrator finds that any party to the dispute has failed to comply with a provision of Council’s collective agreements which are binding on that party, then the arbitrator shall, in addition to any other appropriate order, impose a fine on the non-compliant party in accordance with Section 29 (2) of Schedule 7 of the Act, read with Section 33A of the Act. An arbitrator shall also include in an order, any interest that is due in terms of clause 27 of the Council’s main collective agreement and an arbitration fee of R500, 00.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

- (j) Notwithstanding the provisions of this clause, the Council may utilise section 33A, section 142 and Schedule 10 of the Act to monitor and enforce compliance with its collective agreements.
 - (k) Despite the provisions of this clause, a Council agent may not issue a compliance order in respect of any amount payable to an employee as a result of a failure to comply with any provision of this agreement if -
That amount has been payable by the employer to the employee for longer than 12 months before the date on which a complaint was made to the Council by or on behalf of that employee or, if no complaint was made, the date on which a Council agent first endeavored to secure compliance.
 - (l) Despite the aforesaid, if the non-compliance relates to unpaid Pension and or Provident Fund contributions, the Council must issue a compliance order to secure compliance.
- (2) **Procedure for Disputes about the Interpretation and/or Application of this Agreement or Council's Constitution**
- (a) If a dispute is referred to the Council by any party to Council, or any legal entity or person who falls within the registered scope of Council, it shall attempt to resolve the dispute through conciliation and if the dispute remains unresolved after conciliation, the Council shall appoint an arbitrator from its panel to arbitrate the dispute unless otherwise agreed to between all parties to the dispute. The arbitrator shall be independent of the Council.
 - (b) Any party or legal entity or person wishing to lodge such a dispute shall notify the Council in writing setting out all the details of the dispute. A copy of such notification shall be served on all parties to the dispute in accordance with Rule 5 of the Rules for the Conduct of Proceedings before the CCMA.
 - (c) The Council shall arrange a conciliation meeting of the parties to the dispute within 14 days of the date it received the completed referral. However, the parties to the dispute may agree to extend the 14-day period.
 - (d) In conciliation proceedings a party to the dispute may appear in person or be represented only by a director or employee of that party and if a close corporation also a member thereof, or any member, office bearer or official of that party's registered trade union or registered employers' organisation.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

- (e) (i) The Council may appoint a conciliator from its panel to attempt to resolve the dispute.
- (ii) Any conciliator appointed in terms of this sub-clause shall have all of the powers conferred to him in terms of section 33A, section 142, section 138 and section 142A of the Act.
- (iii) Any conciliator appointed in terms of this clause shall determine a process to attempt to resolve the dispute which may include –
 - mediating the dispute, or
 - conducting a fact-finding exercise, or
 - making a recommendation to the parties, which may be an advisory award.
- (f) (i) When conciliation has failed, or at the end of the 30-day period or any further period agreed to between the parties, the conciliator must:
 - issue a certificate stating whether or not the dispute has been resolved and -
 - (ii) serve a copy of that certificate on each party to the dispute or the person who represented a party in the conciliation proceedings; and
 - (iii) the original certificate must be filed with the Council
- (g) If the dispute is not resolved at the conciliation meeting referred to in sub-clause (2) (c) above, it shall be referred to arbitration, unless otherwise agreed to between the parties to the dispute.

The Council shall appoint an arbitrator who is available to commence the arbitration within 21 days from the date the dispute was not resolved at conciliation, unless otherwise agreed to between the parties to the dispute. The powers of the arbitrator shall be the same as in clause 50(1) (d) above read with the changes required by the context
- (h) In arbitration proceedings, a party to the dispute may appear in person or be represented only by a legal practitioner, a director or employee of that party and if a close corporation also a member thereof or any member, office bearer or official of that party's registered trade union, or registered employers' organisation,
- (i) The arbitrator shall make a determination within 14 days of the completion of the hearing unless otherwise agreed to between the parties to the dispute.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

Any party to the dispute who alleges a defect in the arbitration proceedings may apply to the Labour Court for an order setting aside the arbitration award in terms of section 145 of the LRA.

- (j) Any party to the dispute may apply to make the arbitration award an order of court in terms of section 143 or section 158(1) of the Act.
- (k) The arbitrator may on his/her own accord or on the application of any affected party, vary or rescind an arbitration award or ruling in terms of Section 144 of the LRA read with Rule 31 and Rule 32 of the CCMA Rules.

(3) Procedure for Unfair Dismissal and Unfair Labour Practice Disputes

- (a) An employee may refer a dispute to the Council for conciliation by completing the Council's referral form and serving it on Council.
- (b) Notwithstanding, sub-clause (3) (a) the Council may accept a referral form referred to it by the CCMA or a Bargaining Council or from the Department of Labour.
- (c) The referring party must:
 - (i) sign the referral form
 - (ii) attach written proof that the referral form was served on the other parties to the dispute by means of telefax, or hand delivery or registered mail.
 - (iii) attach an application for condonation on the prescribed form if the referral form is filed late i.e., outside of the 30-day time period in the case of alleged unfair dismissal calculated from the date of dismissal or if it is a later date outside 30 days of the employer making the final decision to dismiss or uphold the dismissal or,

In the case of an unfair labour practice, outside 90 days of the date of the act or omission which allegedly constitutes the unfair labour practice, or if it is a later date, outside of 90 days of the date on which the employee became aware of the act or occurrence.
- (d) The Council must refuse to accept the referral form until sub rule (3) (c) has been complied with.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

- (e) The Council must give the parties at least 14 days written notice of a conciliation hearing unless the parties agree to a shorter period of notice.
- (f) In conciliation proceedings a party to the dispute may appear in person or be represented only by a director or employee of that party and if a close corporation also a member thereof, or any member, office bearer or official of that party's registered trade union or registered employers' organisation,
- (g) The Council's conciliator may contact the parties by telephone or by other means, prior to the commencement of the conciliation, in order to attempt to resolve the dispute.
- (h) If it appears during conciliation proceedings that a jurisdictional issue has not been determined, the Council must require the referring party to prove that the Council has the jurisdiction to conciliate the dispute.
- (i) Any conciliator appointed in terms of this clause shall determine a process to attempt to resolve the dispute which may include –
 - mediating the dispute, or
 - conducting a fact-finding exercise, or
 - making a recommendation to the parties, which may be an advisory award.
- (j) When conciliation has failed, or at the end of the 30-day period or any further period agreed to between the parties, the conciliator must-
 - (i) issue a certificate stating whether or not the dispute has been resolved and -
 - (ii) serve a copy of that certificate on each party to the dispute or the person who represented a party in the conciliation proceedings; and
 - (iii) the original certificate must be filed with the Council
- (k) The conciliator shall advise the referring party of his right to refer the unresolved dispute for adjudication within 90 days after the date on which that certificate was issued -
 - (i) to the CCMA for reasons in terms of section 191(5)(a) of the LRA if the Council is not accredited to arbitrate the dispute in terms of section 127 of the LRA or
 - (ii) to refer the dispute to the Labour Court for adjudication for reasons in terms of section 191(5)(b) of the LRA.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

(4) Procedures for disputes about negotiations

- (a) In the event of a dispute arising in terms of clause 50, the Council shall use its best endeavours to settle the dispute and shall meet as often as it deems necessary for this purpose. In the course of its deliberations the Council shall give consideration to the following:
 - (i) appointing a subcommittee to meet within a specified number of days, for the purpose of attempting to resolve the dispute or to recommend to the Council a process by which the dispute may be resolved, or
 - (ii) referring the dispute to mediation by a mediator who is acceptable to both parties to the dispute.
 - (iii) instructing the Secretary of the Council to issue a certificate stating that the dispute remains unresolved.
- (b) If the dispute has not been settled within 30 (thirty) days from the date on which the dispute was referred to the Council, and if the parties have not within that period agreed on a process to resolve the dispute, any party to the dispute shall be entitled to pursue whatever means are available under the Act to process that dispute.

51. ENFORCEMENT OF THE MAIN COLLECTIVE AGREEMENT

- (1) In addition to the provisions of any other dispute procedure in terms of this Agreement or in terms of the Labour Relations Act, 1995, the Council authorises a designated agent to issue a compliance order requiring any person bound by that collective agreement to comply with the collective agreement within a specified period.
- (2) The Council may refer any unresolved dispute with and or alleged breach of any of the provisions of the main collective agreement to arbitration by an arbitrator appointed by the Council.

52. GENERAL

No employer or employee may waive the provisions of this Agreement, whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Every provision, sub-clause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

ADDENDUM 1

PRO FORMA FIXED TERM CONTRACT OF EMPLOYMENT GUIDELINE

Entered into between

(Hereinafter referred to as the "employee")

And

(Hereinafter referred to as the "employer")

- (a) The employer and the employee hereby enter into an employment contract on the following terms and conditions:

It is hereby confirmed thathas been offered employment with this firm as a

- (i) The contract shall run from the (Date) till the (Date)

OR (delete whichever is not applicable)

- (ii) Until completion of the following contract(s).....
expected to be completed/to terminate on approximately (Date)

- (b) On completion of the contract, your employment shall be automatically terminated. Such termination shall not be construed as a dismissal but as completion of your employment contract. This however does not preclude the employer's right to terminate this contract without notice for any good cause recognised by law. i.e., misconduct, incapacity or operational requirements.

- (c) Should it be necessary to reduce staff during the contract period, you shall be consulted, and if you are one of those employees to be retrenched, you shall be given at least 5 working day's notice of the employer's intention to terminate your employment contract.

- (d) You shall be paid at the rate of R..... per hour, and your working hours shall be Monday to Friday from a.m. to p.m.

- (e) If necessary, you may be required to work overtime, for which you shall be paid the rates prescribed in the Main collective agreement of the National Bargaining Council for the Electrical Industry.

- (f) UIF and other contributions, as prescribed by the relevant Agreement or Regulations, shall be deducted from your wages each week.

- (g) Your terms and conditions of employment shall be in terms of the Agreements of the National Bargaining Council for the Electrical Industry, which are binding on us, and may vary from time to time.

I (the employee) acknowledge that I understand the contents of this contract and sign acceptance hereof.

Signed at this Day of 20.....

.....
Employer

.....
Employee

.....
Witness

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

“ADDENDUM 2



National Bargaining Council for the Electrical Industry (NBCEISA) Temporary Employment Services (TES) Form

This form must be completed by the Employer (Client) using the services of the TES and the TES employees, and returned to the Council within 5 working days after the commencement of utilising the employees of the TES.

Please note that it is the responsibility of the employer (client) to advise the Council monthly of any changes in the status of temporary employment services employees in his/her staff complement.

TES DETAILS:

Name of Temporary Employment Service (TES):		
Employer Code/Council Registration Number for TES (Obtainable from the Council):		
Physical Business Address of TES:		
Postal Address of TES :		
Postal Code:	Telephone No of TES:	Fax No of TES:

EMPLOYER (CLIENT) DETAILS:

Name of Employer (Client):		
Employer Code/Council Registration Number (Obtainable from the Council):		
Physical Business Address of Employer (Client):		
Postal Address of Employer :		
Postal Code:	Telephone No:	Fax No:

Commencement Date of Contract between Client and TES: _____

Expected Termination Date of Contract between Client and TES: _____

Number of employees from TES to be employed: _____

Sufficient proof provided to Employer (Client) by TES of the following: (Insert X in relevant block)

Registered with UIF, COIDA, Council: YES

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

Letter of Good standing provided by Council: YES

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EMPLOYEE(S) DETAILS:

Name of Employee: _____

Residential Address of Employee: _____

Site address where employee's services are to be used: _____

Normal working hours (weekly, fortnightly or monthly): _____

Expected overtime hours to be worked (weekly, fortnightly or monthly): _____

Telephone No: _____ Occupation/Category of Employment: _____

Identity Number (ID NO.) or passport number of employee: _____

We, the undersigned declare that the above information is true and correct.

Employer (Client) Signature: _____ Date: _____

Employee Signature: _____ Date: _____

EMPLOYEE(S) DETAILS:

Name of Employee: _____

Residential Address of Employee: _____

Site address where employee's services are to be used: _____

Normal working hours (weekly, fortnightly or monthly): _____

Expected overtime hours to be worked (weekly, fortnightly or monthly): _____

Telephone No: _____ Occupation/Category of Employment: _____

Identity Number (ID NO.) or passport number of employee: _____

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

We, the undersigned declare that the above information is true and correct.

Employer (Client) Signature: _____ Date: _____

Employee Signature: _____ Date: _____

NB: PLEASE ATTACH ADDITIONAL COPIES OF THIS PAGE IF MORE EMPLOYEES ARE EMPLOYED THAN PROVIDED FOR IN THE ABOVE SPACES.”

Page 2 of 2

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

PART II

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This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

PART II

1. ALLOWANCES

(1) Travelling and subsistence allowances

- (a) Whenever a job or working site is situated outside a radius of 15km of the employer's registered place of business and in instances where the employee is required to report before proceeding to the working site, / or to return after the shift, and the employee can reasonably be said to be able to and does return to his home every day, the employer shall provide suitable transport both ways.

Any time occupied by an employee making use of the employer's transport in proceeding to or from the working site which is situated outside a radius of 15km of the employer's registered place of business, as result of being expected to first report to the office, shall be one way in his own time and the other way during the normal working hours prescribed in clause 6, Part I of The former Agreement: Provided that time spent in travelling between jobs during that day shall be in the employer's time.

However, if the employee is required to make use of his own vehicle to travel to the site as a result of being expected to first report to the office, the employer shall pay him a transport allowance equal to R3.86 per kilometre calculate by the distance from the office to the working site and back to the office, where applicable.

In the event that the employee has to find his own way to the working site by making use of public transport, as a result of being expected to first report to the office, and providing public transport exists, he must be paid at least 50% of his normal hourly wage or part thereof, for time travelled to and from the working site and back to the office, when applicable.

Payment to an employee, who is expected to report to the office at a specific time before proceeding to the site, shall be from this time until he ceases work at the end of the shift.

Any employee who, from time to time, is required to perform work in a higher category of employment, shall be remunerated at the minimum rate of pay for such higher category of employment, for the full duration that the employee may be required to perform such work. The only

exception shall be the applicable provisions as set out in terms 33 (4) of The Former Agreement .

Payment for time spent travelling to and from the working site to and from the employer's place of business, for any distance under 15km, shall be paid for by the employer.

(b) Any employee entitled to a transport allowance as provided for in sub-clause (a) above shall be paid such allowance at the same time as he is paid his normal remuneration.

(c)(i) Where the employee can reasonably be said to be able to return to his home daily, the employer shall pay for all travel related costs, inclusive of meals, where applicable.

Any time occupied in travelling during the ordinary working hours shall be paid at the applicable hourly rate of wages of the employee.

Where an employee, by reason of employment, is away from his usual working place and is required by his employer to live away from his usual domicile, meals and lodging shall be paid for or provided on the job by the employer. Where no hotel or other suitable accommodation is available within a reasonable distance of the working place and accommodation is supplied on site, the employee shall be paid a subsistence allowance of R154.80 per night for meals.

(ii) Accommodation supplied on site shall include running cold water, hot water, toilet facilities, a bed, a mattress and suitable structure (i.e., minimum of a tent) to sleep in, which meets reasonable hygiene and security standards.

(iii) Where meals are supplied by the employer on site, he shall not be required to pay a subsistence allowance, but the standard of the meals provided shall be commensurate with the subsistence allowance that would have been paid in terms of this sub-clause.

(2) Stand-by allowance: every employer shall pay every employee who is required to do stand-by duties a minimum of R101.50 per stand-by duty shift.

(3) The transport, subsistence and stand-by allowance payable in terms of sub-clauses 1(a),1(c)(i) and (2) respectively, shall be adjusted annually by the prescribed minimum percentage wage increase that is agreed for that year.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

2. EXPENSES OF THE COUNCIL

The funds of the Council, which shall be vested in and administered by the Council, shall be provided for in the following manner:

- (1) Every employee and every employer shall contribute to the Funds of the Council, no more than 1 (one) percent of the weekly specified wage rate payable in terms of clause 4 of Part II of this Agreement, taken to the next higher 10 cents.

In areas I, M, N, and O every employee and every employer shall contribute no more than 1 (one) percent of the employee's actual weekly wage rate but shall not be less than the wage rates payable in terms of clause 4 of Part 11 of this agreement.

All Council and benefit fund contributions are calculated based on the following normal working hours per region:

Region A & B - 42.5 hours per week

Region C – 42.5 hours per week in respect of Pension Fund contributions only. All other contributions are calculated on 44 hours per week.

Region D - 40 hours per week

- (2) Every employer shall pay the amount determined in terms of sub-clause (1) to the Council in respect of such employees: Provided that the employer may deduct fifty percent of the amount payable from the remuneration of such employees.
- (3) In any instance where no contributions are payable in terms of sub-clauses (1) and (2) hereof, and the total amount referred to in sub-clause (2) is less than R80.00 such amount shall be supplemented by the employer by the sum required to make a total of R80.00 in each month.
- (4) Every employer shall, by no later than the 15th day of each month, forward to the regional offices of the Council all contributions in respect of the preceding month in the manner prescribed by the Council from time to time.
- (5) Regardless of whether any amount is payable to the Council in terms of this clause, every employer shall, by no later than the 15th day of each month, forward to the Council in respect of the preceding month and in the manner indicated therein, the statement referred to in sub-clause (3) hereof.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

- (6) A sole proprietor, partner, member, director, or employer engaged in work specified in this agreement shall be deemed to be an employee in respect of whom a council levy of a Master Installation Electrician is required to be contributed.

3. WAGES AND/OR EARNINGS

- (1) Every employee who, prior to the date of coming into operation of this Agreement, was in receipt of a higher rate than that prescribed in this 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 minimum rate is prescribed in this Agreement.
- (3) No employee shall be employed in more than one occupation defined in this Agreement at different rates of pay, in any one week, including any overtime worked, or in a higher-paid occupation, unless payment is made as if such employee had been employed for the whole of that week in the highest-paid occupation: Provided that if an employee who normally performs the work of an electrical assistant performs the work of a driver, such employee shall be paid at the higher rates only in respect of time actually engaged in such occupation, except that if such electrical assistant performs the work of a driver for more than three hours in any one day, he shall be paid at the higher rates for the whole of such day.

4. SCHEDULE OF WAGES AND/OR EARNINGS

No employer shall pay and no employee shall accept wages at rates lower than the following:

Provided that where an employer carries out work in an area for which higher wages are prescribed than those which apply for the area in which his business is situated, his employees shall be paid no less than the minimum wages prescribed for such higher rated area for the duration or period during which such an employee works in such higher-rated area:

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

(1) The following minimum wage rates shall apply for the categories listed below with effect from 01 February 2022, or if published later, the date of publication, until 31 January 2023:

AREAS 'A', 'B', 'C', 'D', 'E'

Category	AREA A Rand Per hour	AREA B Rand Per hour	AREA C Rand Per hour	AREA D Rand Per hour	AREA E Rand Per hour
Master installation electrician	136.88	120.37	114.98	87.64	85.65
Installation electrician/foreman	126.06	110.86	103.27	80.69	78.77
Electrical tester for single phase	115.04	101.17	96.37	73.57	71.92
Electrician, artisan and DAM	109.48	96.25	89.69	70.14	68.59
Elconop 3	79.74	70.14	65.27	50.90	49.80
Elconop 2	68.58	60.47	55.88	43.71	43.11
Elconop 1	44.08	39.02	35.77	28.88	27.48
Storeman	44.08	39.02	35.77	28.88	27.48
Driver of a vehicle, the gross vehicle mass of which is -					
(a) Up to 3 500 kg	45.88	40.58	41.77	29.59	28.92
(b) Above 3 500 kg up to 16 000 kg	54.19	47.67	44.39	34.64	33.82
(c) Above 16 000 kg	60.24	52.91	49.31	38.52	37.60
Electrical assistant	37.67	33.11	30.52	23.94	23.43
General Assistant	28.24	24.83	23.15	23.15	23.15
Apprentice Stage 4	76.63	67.38	62.88	49.11	48.01
Apprentice Stage 3	54.75	48.12	44.88	35.10	34.29
Apprentice Stage 2	49.29	43.31	40.43	31.54	30.87
Apprentice Stage 1	41.59	36.59	34.12	26.65	26.04

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

AREAS 'F', 'G', 'H

Category	AREA F	AREA G	AREA H
	Rand Per hour	Rand Per hour	Rand Per hour
Master installation electrician	99.22	86.40	82.22
Installation electrician/foreman	91.28	79.52	75.63
Electrical tester for single phase	81.17	72.58	69.00
Electrician, artisan and DAM	80.63	69.13	65.70
Elconop 3	58.61	51.00	51.00
Elconop 2	51.74	45.03	42.91
Elconop 1	34.21	29.47	27.95
Storeman	34.21	29.47	27.95
Driver of a vehicle, the gross vehicle mass of which is -			
(a) Up to 3 500 kg	32.82	28.62	27.25
(b) Above 3 500 kg up to 16 000 kg	38.23	33.32	31.64
(c) Above 16 000 kg	42.43	36.95	35.15
Electrical assistant	32.87	28.19	26.82
General Assistant	24.63	23.15	23.15
Apprentice Stage 4	56.48	48.39	46.01
Apprentice Stage 3	40.32	34.58	32.87
Apprentice Stage 2	36.31	31.10	29.56
Apprentice Stage 1	30.64	26.25	24.97

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

AREAS 'I, 'J, 'K, 'L

Category	AREA I Rand Per hour	AREA J Rand Per hour	AREA K Rand Per hour	AREA L Rand Per hour
Master installation electrician	129.43	136.90	120.36	105.86
Installation electrician/foreman	125.46	126.07	110.89	97.31
Electrical tester for single phase	108.76	115.07	101.22	88.92
Electrician, artisan and DAM	103.60	109.49	96.25	84.62
Elconop 3	77.20	79.77	70.14	61.52
Elconop 2	72.77	68.58	60.47	52.65
Elconop 1	50.34	44.11	38.99	33.77
Storeman	50.34	44.11	38.99	33.77
Domestic appliance repairer		51.43	45.28	
Driver of a vehicle, the gross vehicle mass of which is -				
(a) Up to 3 500 kg	44.30	45.81	40.37	41.04
(b) Above 3 500 kg up to 16 000 kg	50.20	54.20	47.71	45.91
(c) Above 16 000 kg	56.02	60.24	52.93	59.53
Electrical assistant	41.16	37.69	33.15	28.81
General Assistant	30.86	28.25	24.84	23.15
Apprentice Stage 4	72.53	76.67	67.40	59.21
Apprentice Stage 3	51.78	54.76	48.13	42.29
Apprentice Stage 2	46.61	49.26	43.34	38.09
Apprentice Stage 1	39.37	41.62	36.58	32.14

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

AREAS 'M', 'N', 'O'

	AREA M	AREA N	AREA O
Category	Rand	Rand	Rand
	Per hour	Per hour	Per hour
Master installation electrician	110.02	85.65	86.40
Installation electrician/foreman	106.66	78.77	79.52
Electrical tester for single phase	92.43	70.04	72.58
Electrician, artisan and DAM	88.06	68.59	69.13
Elconop 3	65.65	49.80	51.00
Elconop 2	61.84	42.77	45.03
Elconop 1	42.77	27.50	29.47
Storeman	42.77	27.50	29.47
Driver of a vehicle, the gross vehicle mass of which is -			
(a) Up to 3 500 kg	37.67	28.69	28.62
(b) Above 3 500 kg up to 16 000 kg	42.68	33.82	33.32
(c) Above 16 000 kg	47.62	37.63	36.95
Electrical assistant	35.00	23.43	28.19
General Assistant	26.22	23.15	23.15
Apprentice Stage 4	61.65	48.01	48.39
Apprentice Stage 3	44.06	34.29	34.56
Apprentice Stage 2	39.61	30.88	31.10
Apprentice Stage 1	33.49	26.04	26.26

5 - GUARANTEED MINIMUM INCREASES AND OFF-SET

(1)(a) The wage increases from 01 February 2022 to the 31 January 2023 shall be increased as follows:

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

All employees earning the **minimum wage rate** as prescribed in Clause 4 of Part II of this agreement shall receive a wage increase of not less than six percent (6%).

Every employee for whom wages are prescribed in this Agreement and who, on the 01 February 2022, is employed by an employer in the Industry, shall while in the employ of the same employer and whether or not his **actual rate** of pay immediately prior to the said date was in excess of the rate prescribed for him in this Agreement, receive a wage increase of not less than five percent (5%) of the actual wage rate he was receiving immediately prior to the said date.

- (1)(b) Prescribed minimum wage rates and wage rates in excess of the prescribed minimum wages.

Should the publication of this Collective Agreement amendment be delayed for any reason, any employers who have not granted the increase before the coming into operation of this Agreement shall grant an additional increment of **one twelfth** of the applicable increase for each month the increase was not granted: Provided the maximum number of months for the granting of such additional increment shall not exceed three months.

- (2) The guaranteed minimum increases referred to in Clause 4 and Clause 5 (1)(a) above shall be subject to the provision that any increase granted on or after 1 January 2022 may be off-set by the employer when calculating the guaranteed minimum increase and any increase granted on or after date of publication may be off-set by the employer when calculating the guaranteed minimum increase.

Provided also that in terms of this agreement any increases granted on or after January of each of the following years in respect of wage increases due on the 1st February of that year, may be off-set by the employer when calculating the guaranteed minimum increase.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

6. LEAVE BONUS

(1) Every employee for whom wages are prescribed in this Agreement shall, in addition to his leave pay be paid a leave bonus of an amount equivalent to the wages he would normally be paid for the period specified below, whenever he qualifies for leave in terms of clause 16 of Part I of this Agreement, and such leave bonus shall be paid at the same time as his leave pay is paid:

CATEGORY	AREAS A to E and J to K	AREA I and M to O
Master Installation Electrician	20 working days	16 working days
Installation Electrician/Foreman	20 working days	16 working days
Electrical Tester for single-phase	20 working days	16 working days
Electrician Artisan and DAM	20 working days	16 working days
Elconop 3	15 working days	16 working days
Elconop 2	15 working days	16 working days
Elconop 1	15 working days	16 working days
Storeman	15 working days	16 working days
Driver of a vehicle, the the Gross Vehicle mass of which is :		
a) Up to 3 500 kg	15 working days	16 working days
b) Above 3 500 kg up to 16 000 kg	15 working days	16 working days
c) Above 16 000 kg	15 working days	16 working days
Electrical Assistant	10 working days	16 working days
Apprentice : First year's leave qualification	15 working days	16 working days
Apprentice : Subsequent years' leave qualification	20 working days	16 working days

CATEGORY	AREAS F, G & H
Master Installation Electrician	10 working days
Installation Electrician/Foreman	10 working days
Electrical Tester for single-phase	10 working days
Electrician Artisan and DAM	10 working days
Elconop 3	8 working days
Elconop 2	8 working days
Elconop 1	8 working days
Storeman	8 working days
Driver of a vehicle, the the Gross Vehicle mass of which is :	
a) Up to 3 500 kg	8 working days
b) Above 3 500 kg up to 16 000 kg	8 working days
c) Above 16 000 kg	8 working days
Electrical Assistant	8 working days

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

Apprentice : First year's leave Qualification	8 working days
Apprentice : subsequent years' leave qualification	8 working days

CATEGORY	AREA L
Master Installation Electrician	20 working days
Installation Electrician/Foreman	20 working days
Electrical Tester for single-phase	20 working days
Electrician Artisan and DAM	20 working days
Elconop 3	15 working days
Elconop 2	15 working days
Elconop 1	15 working days
Storeman	15 working days
Driver of a vehicle, the the Gross Vehicle mass of which is :	
a) Up to 3 500 kg	15 working days
b) Above 3 500 kg up to 16 000 kg	15 working days
c) Above 16 000 kg	15 working days
Electrical Assistant	10 working days
Apprentice : First year's leave Qualification	15 working days
Apprentice : subsequent years' leave qualification	20 working days

- (2) Any period of employment prior to the date of coming into operation of this Agreement shall count as part of the qualifying period in terms of sub-clause (1).
- (3) Any employee whose category changes from a lower to a higher category during any leave cycle shall, on qualifying for leave, receive a leave bonus calculated on a pro rata basis on the number of days completed in each category.
- (4) An employee shall not be entitled to receive a leave bonus in terms of this clause unless the employee has completed 200 shifts in the current leave cycle with the same employer and is in service at the time that the bonus is due and payable.
- (5) An employer shall pay an employee whose services are terminated as a result of a no-fault dismissal; a pro rata leave bonus in accordance with the following formula:

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

Number of completed working days with employer in present leave cycle	X	leave bonus days applicable to such employee X daily remuneration
<hr style="width: 100%;"/>		
235		

- (6) An employee who is aggrieved by the application to him of the provisions of sub-clause (5) may appeal to the Council against the decision applied to him and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

- (7) Notwithstanding the provisions of sub-clauses (3) and (4), no employee for whom wages are prescribed in this Agreement shall be entitled to a leave bonus if he has absconded or is dismissed following a fair disciplinary enquiry or who has failed to complete 235 shifts with the same employer during his first year of service: Provided that an employee who has completed 235 shifts with the same employer, but who absconds or is dismissed before his annual leave is granted to him, shall be paid the leave bonus due in terms of sub-clause (1).

- (8) An employee who absconds or is fairly dismissed and who is aggrieved by the application to him of the provisions of sub-clause (5) may appeal to the Council against the decision applied to him and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

- (9)(a) Periods of absence on account of sickness aggregating not more than 18 shifts in any one qualifying period for the leave bonus shall count for the leave bonus: Provided that an employer shall be entitled to call upon the employee for a medical certificate as proof of cause of absence.

- (b) Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for leave bonus purposes if such accident has been admitted as falling within the provisions of the Compensation for Occupational Injuries and Diseases Act, 1993, and the periods of absence counting for purposes of the leave bonus shall be the periods of disablement admitted by the said Act.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

PART III

SICK BENEFIT FUND RULES FOR THE NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF S.A.

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This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

1. ADMINISTRATION OF THE FUND

- (1) The Fund shall be administered by the Council in accordance with the rules which it may make from time to time for those purposes (“the Rules”), and all monies of the Fund shall be administered, invested and paid out in accordance with the **Sick Benefit Fund Constitution**.
- (2) The Council hereby delegates powers to the Regional Sick Benefit Fund Committees to administer the Sick Benefit Fund in terms of the Council’s Constitution.

2. REGIONAL SICK BENEFIT FUND COMMITTEES

- (1) Each Regional Sick Benefit Fund Committee shall be appointed by its respective Regional Committee of the Council, annually, in terms of the Sick Benefit Fund Constitution.

3. OBJECTIVE

The main object of the Fund is to compensate members for loss of earnings due to unemployment caused by illness and injury.

4. MEMBERSHIP

- (1) Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in Part II of the Main Collective Agreement.
- (2) Membership of the Sick Fund shall terminate immediately a member ceases to be employed in the Electrical Industry or upon dissolution of the Fund.
- (3) An employer may, in respect of his employees employed in the Industry whose wages are not specified in the Collective Agreement but who otherwise comply with the provisions of the Agreement, by mutual agreement, make application to the Fund to accept contributions from himself and those employees (or any of them) in accordance with the provisions of clause 6 of the rules. Upon receipt of such application, the Council may agree to receive contributions from that employer, and the provisions of this Agreement shall thereupon mutatis mutandis apply to the employer and the employees concerned and be observed by them.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

5. CONTRIBUTIONS

- (1) The total contribution payable weekly is **0.6%** of the **actual** wage of the employee. The **employer** shall contribute 0.3% to the Fund weekly and the **employee** shall contribute 0.3% to the Fund weekly. The full weekly contribution is payable irrespective of the number of days worked, including periods during which an employee is on annual leave.
- (2) The total sum of **0.6%** shall be paid to the Council by not later than the 15th day of each month in respect of the preceding month's contributions.

6. BENEFITS

Every member in respect of whom contributions have been made in terms of clause 6 shall be eligible for the following benefits set out in the table below in respect of each working day, excluding public holidays, that he is absent (owing to illness or injury) in an annual leave cycle of 365 calendar days: (Read with Clause 8).

Category of employee	Working days absent p.a.	Benefit amount
All categories as specified in the Main Collective Agreement	1 st – 10 th	100% of actual earnings
All categories as specified in the Main Collective Agreement	11 th – 30 th	60% of actual earnings
All categories as specified in the Main Collective Agreement	31 st – 130 th	33% of actual wages
Non-Scheduled employees	Same as above	Same percentages as above BUT up to maximum earnings of R30 000.00 per month.
<p>Additional Benefits: Pension\Provident Fund waiver of premiums from the 11th day onwards in an employee's annual leave pay cycle in terms of which the SBF shall pay both the employee and the employer's contributions towards the employee's pension/provident as long as the employee is unfit to return to work and remains a member of fund.</p>		

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

7. GENERAL PROVISIONS RELATING TO THE ADMINISTRATION OF CLAIMS

- (1) Administrative requirements for lodging of and payment of a claim:
 - a. the requisite claim form accompanied by, an authentic medical certificate from the date of commencement of sick leave; regardless of the period of absence.
 - b. the claimant has been declared unfit for duty and booked off for at least part of a working day (see point h below) by a registered medical practitioner/nurse.
 - c. the claim must have been lodged within 90 days of the first absence from employment due to illness and/or injury;
 - d. contributions must be up to date and no claim shall be accepted for periods for which contributions are in arrears;
 - e. all valid claims will be paid in respect of any period of authorised absence from the commencement of employment up to a maximum of 130 days in any 365-days cycle.
 - f. a claim will be paid from the date of consultation to and including the last working day immediately prior to the employee being declared fit for duty as stated on the medical practitioner's certificate.
 - g. where an employee works a part of the shift on the day he is first absent, it shall count as a day of absence due to sickness, and that part of the shift, shall be paid for by the Fund.
 - h. all valid claims will be paid in respect of any annual leave period in which an employee was declared unfit for duty.

8. PAYMENT PROCEDURES

- (1) In respect of the first 10 qualifying working days per annum, that the employee is absent, the employer shall pay 100% of the employee's normal wage to the employee less statutory deductions. (i.e., Pension / Provident, ECA Levies, SBF, Council Levies and tax) The employer shall claim the wages back from the Council by completing the necessary prescribed claim form, by attaching the relevant documentation and proof of payment to the employee. Both the employer and employee should complete the claim form.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

- (2) for the subsequent 11 –30 qualifying days per annum, 60% of the normal wage shall be paid directly to the employee by the Fund after the necessary claim form and relevant documentation has been completed by both the employer and employee.
- (3) for the subsequent 31 –130 qualifying days per annum, 33% of the normal wage is paid directly to the employee after the necessary claim form and relevant documentation has been completed by both the employer and employee.
- (4) Notwithstanding sub-clause 8(2) and 8(3) above, nothing precludes an employer from paying the employee the applicable percentage wage and claiming such from the Fund, provided that satisfactory proof is submitted to the Fund.

9. INDEMNITY

- (1) It shall be regarded as sufficient payment of any claim if a payment is made electronically into the bank account provided and the Sick Benefit Fund Committee shall not be held liable for any errors beyond its control. However, if the incorrect bank details of an employee were provided to the Council and the monies was paid into the incorrect bank account due to an error on the part of the employer or employee, the employer shall be liable to reimburse the employee OR the employee shall forfeit these monies (whichever is applicable).

10. EXCLUSIONS

- (1) **An employee shall not be entitled to sick fund benefits-**
 - a. for more than 130 days in any 365-day cycle, calculated from the first day in respect of which the employee is entitled to sick pay.
 - b. if the employer is not up to date with the Sick Benefit Fund contributions.
 - c. if an employee is absent from work owing to an accident or disease payable under the Compensation for Occupational Injuries and Diseases Act, 1993 except in respect of any period during which no compensation is payable. ; Claims in respect of injuries on duty must be submitted to the Compensation Commissioner in terms of Clause 21 read with Clause 22 of the Main collective agreement.
 - d. if an employee's absence from work is related to the abuse of alcohol or drugs, or the illegal use of substances, is incapacitated through sickness owing to own negligence or misconduct, or attempted suicide;

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

- e. if an employee fails to observe the instruction of a medical practitioner, or has in the opinion of that practitioner aggravated the condition or retarded recovery through his or her own actions;
- f. if an employee suffers from injury for which a third party is liable to pay or does pay compensation to him;
- g. while he or she undergoes treatment prescribed by any person other than a registered medical practitioner/nurse.
- h. if he or she fails to provide the Regional Committee with any relevant information which it may require;
- i. if he or she is found by the Sick Benefit Fund Committee to be fit to resume employment or to be permanently disabled, in which event he or she shall cease to be entitled to sick pay from a date determined by the risk benefit underwriter or an expert for this purpose; and
- j. in respect of absence from work due to pregnancy or giving birth;
- k. if engaging in hunting, mountaineering or racing on wheels, professional sport, motor-cycling other than motor-cycling to and from the employee's normal work;
- l. the performance of any unlawful act.
- m. for an injury inflicted by any military or usurped power, whether or not there has been a declaration of war, or due to riots or civil commotion or engaging in fighting;
- n. at any time when the amount to the credit of the Fund drops below R500,000.00 and until such time as the amount to the credit of the Fund exceeds R1000,000.00.
- o. notwithstanding the aforesaid ,in the event that the credit of the Fund drops below the threshold of R500,000.00, the Fund may at its discretion ,immediately revoke payments and benefits **only** in respect of claims submitted for periods of 1 and 2 days. The Fund shall reinstate these benefits when the credit exceeds the threshold limit.
- p. for claims submitted for absences for part of a day in instances of medical treatment and the claimant has not been declared unfit for duty and booked off.
- q. If the Sick Benefit Fund Committee requires the member to undergo an independent medical examination at the cost to the fund and the member unreasonably refuses to undergo such an examination.
- r. no Sick Fund benefits shall be payable in respect of paid public holidays specified in the Main collective agreement for the industry.

- (2) **The fund shall be entitled to recover any amount paid to any employee –**
- a. In consequence of false information furnished to the Fund by or on behalf of such employee;
 - b. If the employee fails to notify the fund timeously of any change in circumstances which could lead to the amount of the benefits being reviewed or withdrawn, in which event the Fund may claim for the employee any amount overpaid to him; and

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

- c. Should a member follow any remunerative occupation with any employer during the period he is in receipt of benefits.
- (3) Employees on leaving the industry or on becoming unemployed shall immediately cease to be entitled to sick pay benefits.
 - (4) An appeal against a decision not to pay a claim or part of a claim must be made in writing to the Sick Benefit Fund Committee and the decision of the National Sick Benefit Fund Committee shall be binding.

11. EXEMPTIONS

- (1) The Council shall consider all applications for exemption from any of the provisions of this Agreement for any good and sufficient reason.
- (2) All applications for exemption shall be in writing (on an application form as provided by the Council) and shall be addressed to the Council for consideration.
- (3) All other provisions of Clause 49 –Exemptions of the Main collective agreement, shall apply in respect of exemption applications made in terms of this agreement.

12. BENEFITS NOT ALIENABLE OR EXECUTABLE

The benefits provided by the Fund shall not be transferable. However, the Sick Benefit Fund Committee shall be entitled to exercise its discretion in relation hereto.

13. GOVERNANCE OF THE FUND

All other provisions pertaining to the governance of the Sick Benefit Fund and its Rules are dealt with in terms of the Sick Benefit Fund Constitution.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

14. OFFICES OF THE NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF S.A.

1. NATIONAL OFFICE – JOHANNESBURG

122 QUEEN STREET KENSINGTON, JOHANNESBURG 2094	TEL : 011/3392312
P O BOX 31402 BRAAMFONTEIN 2017	FAX : 011/3392366 011/3397112
P O BOX 31402 BRAAMFONTEIN 2017	

2. JOHANNESBURG REGIONAL OFFICE

122 QUEEN STREET KENSINGTON, JOHANNESBURG 2094	TEL : 011/3392312
P O BOX 31402 BRAAMFONTEIN 2017	FAX : 011/3392366 011/3397112

3. BLOEMFONTEIN REGIONAL OFFICE

74 VICTORIA ROAD SHALLOWS BLOEMFONTEIN. 9301	TEL : 051/444-5869 051/444-5984
P.O. BOX 1379 BLOEMFONTEIN. 9300	FAX : 051/4445801

4. CAPE TOWN REGIONAL OFFICE

31 COOK STREET GOODWOOD 7460 (Entrance on Vasco Boulevard)	TEL : 021/591-4784
P.O. BOX 1220 PAROW. 7499	FAX : 021/5916261

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

5. KWAZULU NATAL REGIONAL OFFICE

23 LENNOX ROAD GREYVILLE DURBAN 4023 P.O BOX 47852 GREYVILLE DURBAN 4023	TEL : 031/306-8100 031/309-1326 031/309-1325 031/309-1307 031/309-1279 FAX : 031/309-1269
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6. EAST LONDON REGIONAL OFFICE

UNIT 205 EDCOTT SQUARE 256 OXFORD STREET EAST LONDON 5201. P.O. BOX 19852 TECOMA. 5214	TEL :043/722 – 0120/21 FAX :043/722-0122
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7. NELSPRUIT REGIONAL OFFICE

NO 25 SAMORA MARCHEL DRIVE SANLAM BUILDING OFFICE 201 NELSPRUIT 1200 P.O. BOX 19646 THE VILLAGE MALL, NELSPRUIT. 1200	TEL : 013/755-4262 FAX : 013/753-3089
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8. PRETORIA REGIONAL OFFICE:

286 PRETORIUS STREET C/N CENTRAL STREET CENTRAL TOWERS BUILDING OFFICE NO: 513A, 5 th FLOOR PRETORIA CENTRAL P.O. BOX 12399 HATFIELD. 0028	TEL : 012/323-4251 FAX : 012/323-4250
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This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

9. PORT ELIZABETH. REGIONAL OFFICE:

12 WORRAKER STREET NEWTON PARK PORT ELIZABETH. 6001 P.O. BOX 27287 GREENACRES. 6057	TEL : 041/363-5460 FAX : 041/363-5465
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10. POLOKWANE REGIONAL OFFICE

ROOM 314 PIONEER BLD 50 LANDDROS MARE STREET POLOKWANE. 0699 P.O. BOX 2478 POLOKWANE. 0700	TEL : 015/291-4157 FAX : 015/291-4152
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11. GEORGE REGIONAL OFFICE:

OFFICE 201, YORK MALL100 YORK STREET GEORGE 6530 P.O. BOX 1952 GEORGE 6529	TEL : 044/874-5738 FAX : 044/874-5378
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12. RUSTENBURG REGIONAL OFFICE

SUITE 2 FIRST FLOOR 128 BEYERS NAUDE RUSTENBURG. 0299	TEL : 014/592-1469 FAX : 014/592-1454
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CLAUSE 15 - EXTENSION OF AGREEMENT

This Agreement will have no force and effect unless it is published by the Minister of Labour in the Government Gazette and extended to non-parties.

This Agreement shall come into operation on **01 February 2022**, in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including **31 January 2023**.

SIGNED AT **KESINGTON** AS AUTHORISED FOR AND ON BEHALF OF THE PARTIES TO THE COUNCIL, THIS **6TH DAY OF JANUARY 2021**.

R MCALPINE - GENERAL SECRETARY - SAEWA

S KHOLA - NATIONAL LABOUR DIRECTOR – ECA (SA)

D VAN DEVENTER AND M MFIKOE – ACTING NATIONAL GENERAL SECRETARY

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