

NOTICE 730 OF 2012**LABOUR RELATIONS ACT, 1995****NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY
OF SOUTH AFRICA: EXTENSION TO NON-PARTIES OF MAIN
COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Electrical Industry of South Africa**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from *17 September 2012* and for the period ending 31 January 2013.

M N Oliphant

MINISTER OF LABOUR

SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA

MAIN COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT

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.

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; and
- (b) who are engaged or employed in the Electrical Industry in the Republic of South Africa, excluding the Magisterial District of Kimberley, within a radius of 20 kilometers from the General Post Office, Kimberley.

(2) For the purposes hereof "**Electrical Industry**" or "**Industry**" means the industry in which employers and 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 the work is performed or the material is 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 is 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 is 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 installations 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,
 - (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 vehicles 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
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- (f) the installation and/or maintenance and/or repair and/or servicing of electrical security fences and their ancillary equipment,
 - (g) the design, installation, repair and maintenance of CCTV, intercom, intruder detection, access control and data cable installations,

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.

- (3) 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 Manpower Training Act, 1981, or the Skills Development Act, 1998, or any conditions prescribed or any notices served in terms thereof.
- (4) 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.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as determined by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including 31 January 2013.

2A. SPECIAL PROVISIONS

The provisions of clauses 20, 25(1)(d), 27(3), 30, 30B, 39(12), 50 and 51 of Part 1 of the Agreement published under Government Notice No. R. 90 of 26 January 2001, as re-enacted and amended under Government Notices Nos. R. 795 of 14 June 2002, R. 1245 of 5 September 2003, R. 53 of 23 January 2004, R. 280 of 1 April 2005, R. 52 of 27 January 2006, R. 57 of 2 February 2007, R. 870 of 21 September 2007, R. 826 of 30 July 2008 and R. 256 of 13 March 2009 (hereinafter referred to as the “former agreement”) shall apply to employers and employees.

2B. GENERAL PROVISIONS

The provisions of clauses 4 to 19, 21 to 25(1)(c), 25(1)(e) to 27(2), 27(4) to 29, 30A, 31 to 39(11), 40 to 49, 52 to 56 of Part 1 and Part II of the Former Agreement (as further extended, renewed, amended and re-enacted from time to time), shall apply to employers and employees.

3. EXCLUSIONS

The provisions of this Agreement shall not apply to non-parties in respect of clauses 1(1)(a) and 2 of Part 1 of this Agreement.

4. CLAUSE 5 OF THE FORMER AGREEMENT: DEFINITIONS

Delete the definition of “**Electrical Industry**” or “**Industry**” as it appears in Government Gazette No. 90 of 26 January 2001.

PART II

5. CLAUSE 1 OF THE FORMER AGREEMENT: ALLOWANCES

In sub-clause (2) substitute the amount “R54.14” for the amount “R49.67”.

6. CLAUSE 4 OF THE FORMER AGREEMENT: SCHEDULE OF WAGES AND/OR EARNINGS

Substitute the following minimum wage rates for the categories listed below:

“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	73.02	64.20	61.33	46.75	45.68
Installation electrician	67.24	59.14	55.09	43.04	42.02
Electrical tester for single phase	61.36	53.98	51.40	39.25	37.37
Electrician, artisan and DAM	58.39	51.34	47.88	37.41	36.59
Elconop 3	42.54	37.41	34.81	27.15	26.55
Elconop 2	36.58	32.26	29.81	23.32	22.82
Elconop 1	23.34	20.64	18.92	15.27	14.54
Storeman	23.34	20.64	18.92	15.27	14.54
Driver of a vehicle, the unladen mass of which is -					
(a) Up to 3 500 kg	24.44	21.47	20.06	15.66	15.30
(b) from 3 501 kg to 9 000 kg	28.91	25.43	23.67	18.49	18.05
(c) 9 001 kg and over	32.13	28.23	26.29	20.54	20.06
Electrical assistant	19.94	17.53	16.14	12.67	12.40
Apprentice Stage 4	40.88	35.95	33.53	26.19	25.60
Apprentice Stage 3	29.21	25.68	23.95	18.72	18.29
Apprentice Stage 2	26.28	23.11	21.56	16.83	16.46
Apprentice Stage 1	22.19	19.52	18.19	14.22	13.90”.

“AREAS ‘F’, ‘G’, ‘H’

Category	AREA F Rand Per hour	AREA G Rand Per hour	AREA H Rand Per hour
Master installation electrician	52.92	46.09	43.84
Installation electrician	48.69	42.41	40.35
Electrical tester for single phase	43.31	38.72	36.81
Electrician, artisan and DAM	43.01	36.87	35.05
Elconop 3	31.27	27.20	27.20
Elconop 2	27.60	24.03	22.88
Elconop 1	18.10	15.61	14.79
Storeman	18.10	15.61	14.79
Driver of a vehicle, the unladen mass of which is -			
(a) Up to 3 500 kg	17.37	15.15	14.42
(b) from 3 501 kg to 9 000 kg	20.39	17.77	16.87
(c) 9 001 kg and over	22.63	19.71	18.75
Electrical assistant	17.39	14.92	14.20
Apprentice Stage 4	30.12	25.81	24.55
Apprentice Stage 3	21.51	18.44	17.53
Apprentice Stage 2	19.36	16.59	15.77
Apprentice Stage 1	16.35	14.01	13.31”.

“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	69.04	73.02	64.20	56.46
Installation electrician	66.93	67.24	59.14	51.91
Electrical tester for single phase	58.02	61.36	53.98	47.43
Electrician, artisan and DAM	55.27	58.39	51.34	45.13
Elconop 3	41.18	42.54	37.41	32.81
Elconop 2	38.82	36.58	32.26	28.09
Elconop 1	26.64	23.34	20.63	17.87
Storeman	26.64	23.34	20.63	17.87
Domestic appliance repairer	-	27.42	24.14	-
Driver of a vehicle, the unladen mass of which is -				
(a) Up to 3 500 kg	23.45	24.44	21.47	21.89
(b) from 3 501 kg to 9 000 kg	26.57	28.91	25.43	24.49
(c) 9 001 kg and over	29.88	32.13	28.23	31.75
Electrical assistant	21.79	19.94	17.54	15.26
Apprentice Stage 4	38.70	40.88	35.94	31.59
Apprentice Stage 3	27.62	29.21	25.67	22.57
Apprentice Stage 2	24.87	26.28	23.11	20.31
Apprentice Stage 1	21.00	22.19	19.51	17.15”.

**7. CLAUSE 5 OF THE FORMER AGREEMENT: GUARANTEED MINIMUM
INCREASES AND OFF-SET**

(1) Substitute sub-clause (1) with the following:

“Every employee for whom wages are prescribed in this Agreement and who, on the date on which this Agreement comes into operation, 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 **8%** of the actual wage”.

(2) Substitute sub-clause (2) with the following:

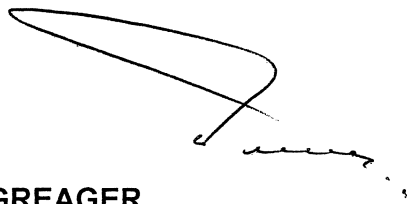
“The guaranteed minimum increases referred to in Clause 4 and Clause 5(1) above, shall be subject to the provision that any increases granted on or after **1 February 2011** may be off-set by the employer when calculating the guaranteed minimum increase”.

SIGNED AT BRAAMFONTEIN AS AUTHORISED FOR AN ON BEHALF OF THE PARTIES TO THE COUNCIL, THIS 27TH DAY OF JUNE 2012.



R MC ALPINE

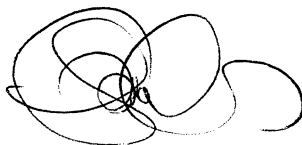
GENERAL SECRETARY – SAEWA



C GREAGER



**NATIONAL
NATINAL DIRECTOR – ECA (SA)**



S ABRAHAMS

ACTING NATIONAL GENERAL SECRETARY